





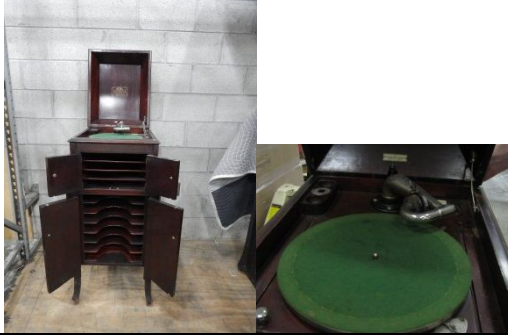



**VII. PRICING SCHEDULE:**


**A. University Provided Schedule:**

1. Bidder's shall provide pricing as requested below, and shall return this pricing information with their response. It shall be the Bidder's responsibility to determine the associated costs accordingly, and the reflected pricing shall be all inclusive, and shall include all services and affected assets and human resources described herein, unless otherwise noted by Bidder. No other additional costs shall be allowed unless otherwise negotiated and approved by the University.

ITEM	QTY.	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL
<b>LOT NO. 1</b>				
1		Phonographs, Victrola "Credenza" Serial # 27337. Produced 1926. Walnut, 4 door design.		
				
				
				
<b>LOT NO. 2</b>				
2		Phonographs, Victrola VV-XI. Serial # 328886G. Produced 1917. Walnut or Mahogany veneer. Record storage below.		

ITEM	QTY.	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL
				
				
				
		<b>LOT NO. 3</b>		
3		<p>Phonographs, Victrola VV-X. Serial # 102059J. Ca. 1915. Mahogany. Horizontal Record Storage below. Top lid's hinge is broken.</p>		
				

ITEM	QTY.	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL
				
				
		<b>LOT NO. 4</b>		
4		<p>Phonographs, Edison Chippendale C19 Diamond Disc  “Official Laboratory Model.” 1919. Serial # SM181657. Comes  with 5 extra phonograph arms in the bottom storage cabinet.</p>		
				
				

ITEM	QTY.	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL
				
			NET TOTAL*:	\$
		University's intent is to make a single award to the highest responsive and responsible bidder based on the NET TOTAL*. However, the University reserves the right to make a separate award of each lot, a group of lots or all lots, and to make an award either in whole or in part, whichever is deemed in the best interest of the University.		

I certify that the firm name given below is the true and complete name of the bidder and that I have read and fully understand these terms and conditions, and agree to be bound as stated herein.

Bidder: \_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

OLD DOMINION UNIVERSITY  
INVITATION FOR BIDS  
SEALED - IFB #14-221-0046-CCC

Title: Sale and Removal of Antique Phonographs  
Issue Date: Thursday, February 20, 2014  
Equipment Viewing Date: Monday, February 24, 2014 through March 7, 2014, from 9:00 PM – 4:00 PM held at 4401 Powhatan Avenue, Property Control Warehouse Norfolk, VA 23529  
Due Date and Time: March 10, 2014 NLT 2:00 P.M. Local Time (Bids Time Stamped 2:01 or Later **Will Not Be Accepted**)  
Commodity Code: 052-02, 998-28  
Issuing Agency: Old Dominion University  
Procurement Services, Suite 111  
4401 Powhatan Avenue  
Norfolk, Virginia 23529-0308

---

**THIS DOCUMENT CONSTITUTES A REQUEST FOR SEALED BIDS FROM INDIVIDUALS AND/OR ORGANIZATIONS TO PROVIDE A PRICE FOR THE PURCHASE AND REMOVAL OF ANTIQUE PHOTOGRAPHS OWNED BY THE UNIVERSITY AS STATED HEREIN.**

---

**ACKNOWLEDGE RECEIPT OF ADDENDUM: #1\_\_\_\_ #2\_\_\_\_ #3\_\_\_\_ #4\_\_\_\_ #5\_\_\_\_ (Please Initial)**

---

In compliance with this Request for Bid ("IFB") and to all the conditions imposed herein, the signatory agrees to faithfully execute any resulting contract, and offers to furnish the goods/services in accordance with the attached signed bid or as mutually agreed upon by subsequent negotiation. An 'Agent' authorized to bind the company to same shall sign the following section.

Name and Address of Firm:

\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_ Name: \_\_\_\_\_ Signature  
\_\_\_\_\_ Typed or Printed (Name and Title)  
\_\_\_\_\_ Phone #: \_\_\_\_\_  
FEI/FIN #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Are you or your company registered with eVA? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is your firm registered with the Commonwealth's State Corporation Commission (SEC)? If yes, please indicate identification number: \_\_\_\_\_

Are you or your firm certified through the Commonwealth's Department of Minority Business Enterprise? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please indicate the following:

SWaM Designation: \_\_\_\_\_

Certification #: \_\_\_\_\_

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

TABLE OF CONTENTS  
IFB #14-221-0046-CCC  
Sale and Removal of Antique Phonographs

---

I. INSTRUCTIONS TO BIDDERS	PAGE 3
II. PURPOSE	PAGE 4
III. SPECIFICATIONS	PAGE 4
IV. GENERAL TERMS AND CONDITIONS	PAGE 6
V. SPECIAL TERMS AND CONDITIONS	PAGE 8
VI. METHODS OF PAYMENT	PAGE 9
VII. PRICING SCHEDULE	PAGE 10
VIII. ATTACHMENTS	
ATTACHMENT A – Conflict of Interest	PAGE 11

I. **INSTRUCTIONS TO BIDDERS:**

A. General:

1. The University reserves the right to accept or reject any and all bids in whole or in part, and waive any informality that may occur during the competitive process. Further, the University reserves the right to enter into any contract deemed to be in the best interest of the University.
2. Sealed bids will be received by and in the office of issuing agency specified on page 1 of this IFB until **March 10, 2014, NLT 2:00 PM local time**. Bids time-stamped 2:01 P.M. or later will not be considered, and will be returned to the Contractor unopened. The University is not responsible for late delivery by U. S. Postal mail or other couriers.
3. All inquiries and questions regarding this solicitation must be directed to **Felecia Samuel, Property Control Manager**, Department of Procurement Services via email at [fsamuel@odu.edu](mailto:fsamuel@odu.edu). A response via an addendum shall be issued for any such requests deemed to have any bearing on service delivery or cost.
4. Identification Of Bid Envelope: The signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Bidder	Due Date	Time
_____	<u>14-221-0046-CCC</u>	_____
Street or Box Number	IFB No.	
_____	<u>Sale and Removal of Antique Phonographs</u>	_____
City, State, Zip Code	IFB Title	

Name of Contract/Purchase Officer or Buyer – **Neil Cutler**

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

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.

5. Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the University will publicly post such notice on the eVA VBO website for a minimum of 10 days.
6. Bid Binding Period: Any response to this solicitation shall be valid for (30) days. At the end of the (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 canceled.
7. Bidder Certification: By submitting their bids, Bidder's certify to the University that:
  - a) 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. (the VPPA §2.2-4367 through §2.2-4377.)
  - b) 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, and the Americans with Disabilities Act.
  - c) If awarded the contract as a 'faith-based' organization, they shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (the Rules §36.E.)

- d) They do not and will not during the performance of any resulting contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
  - e) They are not currently debarred by the Commonwealth of Virginia from submitting bids 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.
  - f) They agree to faithfully enter into any resulting contract and further conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
8. Bidder Obligation: Bidder shall carefully examine the terms and conditions set forth in this Invitation to Bid and any subsequent addenda. Failure to do so shall not relieve a bidder of an obligation to furnish the goods and/or services specified in this Invitation to Bid and its addenda.
9. Discrimination by University Prohibited:
- a) The University shall not discriminate against any Bidder during this solicitation or award of any resulting contract because of race, religion, color, sex, national origin, age, disability, any other basis prohibited by state law relating to discrimination in employment. (the Rules §9.A.)
  - b) The University shall not discriminate against any Bidder during this solicitation or award of any resulting contract because the Bidder employs ex-offenders unless the University has made a written determination that employing ex-offenders on the specific contract is not in its best interest. (the Rules §9.D.)
  - c) The University shall not (i) discriminate against a faith-based organization on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of the Rules §36 , or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements. (the Rules §36.C.)
10. Tax Exempt: Sales to the Commonwealth of Virginia are 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.

## II. PURPOSE

The purpose of this Invitation for Bid (IFB) is to solicit competitive sealed bids for Old Dominion University for the sale and removal of Antique Phonographs. Hereafter, Old Dominion University will be referred to as the "University".

## III. SPECIFICATIONS:

### A. GENERAL CONDITIONS:

#### 1. **Equipment Inspection:**

Phonographs can be inspected prior to the submission of a bid. A viewing has been scheduled starting February 24, 2014 – March 7, 2014 held at the University's Property Control Warehouse. Site visit will be scheduled between the hours of **9:00 AM to 4:00 PM**. All viewing of equipment will terminate at 4:00 PM each day. In addition, digital pictures as shown within the **PRICING SCHEDULE** are available upon request to the Procurement Officer.

#### 2. **Warranties:**

THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES ON ANY ITEMS LISTED.

Sale is "**As Is – Where Is**" and without warranty. The description of property offered for sale has been compiled from available data, but there is no guarantee or warranty on the part of the University as to condition or quality, or that the property offered or a portion thereof may not be withdrawn prior to the sale. No service of any kind can be furnished by the University and any cost of weighing, packaging, crating, loading, or hauling shall be assumed by bidder unless otherwise indicated. Bidders are invited and urged to inspect the property before submitting their bids. The responsibility as to condition of the property rests with bidders. Under no



circumstances will a refund or adjustment be made on account of property not coming up to the standard expected, nor will failure to inspect be considered grounds for claim. Please note that upon removal of the property, all sales are final, no refunds, no returns, and no exchanges.

3. **Personal and property risk:**  
Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller from liability therefore. The purchaser is to assume all liability for the property after the award is made. The University will exercise its usual care for protection up to the time of removal, but will not be responsible for any loss or damage whatsoever. No property may be removed by the purchaser prior to full payment of the purchase price.
4. **Payment of Property:**  
Payment will be required to remit to the University within one (1) calendar days from date of notice of award. Upon receipt of award, Money Order, Cashier's or Certified Check payable to Old Dominion University. Upon full payment to the University the purchaser may begin to schedule arrangements for the proper removal of the equipment awarded.  
If purchaser fails to pay for the property within two (2) calendar days, the property to be purchased may be promptly re-sold in such manner as the director may elect and the defaulting purchaser charged with loss to the State, if any, together with all expenses of the sale. If the purchaser does not remove the property purchased within the specified number of days after date of award, the University reserves the right to retain the purchase price and dispose of property, keeping any proceeds obtained.  
The purchaser is to assume all liability for the property after the award is made. Old Dominion University will execute its usual care for protection up to the time for removal, but will not be responsible for any loss or damage whatsoever. No property may be removed by the purchaser prior to full payment of the purchase price.
5. **Default:**  
If Buyer fails to comply with this requirement within the stated time frame, the University can declare Buyer in default, bar them from bidding in the future. If Buyer is in default, the University may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings. All monies collected in escrow, will be deducted from total monies due at time of final payment.
6. **Authority to Restrict or Suspend:**  
Current and future participation in public auctions is subject to the laws governing removal and suspension. The Director of the Department of Procurement Services may restrict or suspend any person or firm from participation in the public sale of state-owned property who fails to complete transactions from bid. Reasons for removal or suspension include, but are not limited to the following reasons:
  1. Failure to pay for all items awarded.
  2. Failure to remove all items awarded and paid for from state property with the time allowed.
7. **Sales to Employees:**  
Any person, whether an employee of the University, its school system, or otherwise, may purchase goods at public auctions and/or sealed bids as long as the purchase price does not exceed \$500.00. No employee, or any member of his/her immediate family, may purchase any item originating from within the department or agency they work for.
8. **Acceptance of Terms and Conditions:**  
All bidders and other participants of this auction agree that they have read and fully understand these terms and conditions, and agree to be bound thereby.

B. SPECIFIC

1. **Conditions of the Sale:**
  - a) Old Dominion University offers for sale and removal various types of antique Phonographs as described herein.
  - b) The equipment for sale shall be sold to the highest bidder, strictly on an "AS IS – WHERE IS" basis. The University assumes no responsibility or liability of any kind for the equipment being sold.
  - c) The equipment has been used for a number of years and was turned in as surplus from the Library.

- d) Submission of a bid for this equipment shall imply that the bidder has examined the equipment upon which they are bidding and has satisfied themselves as to existing and probable conditions under which they will be obligated to perform and remove this equipment. Most items offered for sale are used and may contain defects not immediately detectable. Bidders who wish to be shown over this equipment by a representative of the University should contact Felecia Samuel at (757) 683-4810 by a scheduled appointment or during the viewing period as shown below:  
 Equipment Inspection has been scheduled for:  
**February 24, 2014 – March 7, 2014** between the hours of **9:00 AM to 4:00 PM**, held at the University's Property Control Warehouse.
- e) The successful bidder(s) shall bear sole responsibility for, and be required to, furnish all labor, materials, equipment, vehicles etc. needed and necessary to pick up, load, and remove equipment being surplus.
- f) The **University** reserves the right to reject any and all bids and to withdraw from sale any of the items listed.
- g) **REMOVAL: WINNING BIDDER MUST CALL IN ADVANCE TO SCHEDULE A TIME FOR PICK-UP.** All equipment must be removed within 10 business days from the time and date of issuance of the Buyer's Certificate. Buyer must show Certificate before picking up item. Purchases will be released only upon receipt of payment as specified. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Property may be removed between the hours of 9:00a.m. and 4:00p.m., Monday through Friday, excluding University holiday's. A daily storage fee may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate. **\*\*The Buyer's Certificate serves as Proof-of-Purchase and must be presented at the time of item removal.\*\*** If using a 3rd-Party agent; Buyer must provide agent with a faxed copy including their signed authorization to release their items. Buyer must notify Seller if using a Third-Party Agent.

**IV. GENERAL TERMS AND CONDITIONS:**

The following 'general' terms and conditions shall govern this solicitation, associated Bidder response(s), and as applicable, may be incorporated into any resulting contract.

- A. **ADVERTISING:** Bidder agrees that that no indication of such sales or services to the University will be used in product literature or advertising during the contract term of any contract award for supplies, equipment, or services resulting from this bid.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 23-38.90). The Contractor shall comply with all applicable federal, state and local laws, rules and regulations and policies of the University.
- C. **APPLICABLE LEGISLATION AND MANUAL:** This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia, specifically § 23-38.90 of the Code of Virginia and its associated Rules Governing the Procurement of Goods, Services, Insurance and Construction ("the Rules") and the Purchasing Manual for Universities of Higher Education and their Contractors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is accessible on the Internet at [www.odu.edu/procurement](http://www.odu.edu/procurement) under "Information for Contractors".
- D. **ASSIGNMENT OF CONTRACT:** Any resulting contract shall not be assignable in whole or in part without the written consent of the University.
- F. **AUDIT:** Bidder agrees that they shall retain all books, records, and other documents relative to any resulting contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- G. **CHANGES TO THE CONTRACT:** During the term of any resulting contract, including any and all applicable extensions and/or renewals, changes may 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 contract to modify the scope of the contract.
2. The University may request and issue change orders 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 University 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 University'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 University with all vouchers and records of expenses incurred and savings realized. The University 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 University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Purchasing Manual for Universities of Higher Education and their Contractors*. 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 University or with the performance of the contract generally.

H. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, 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 University may have.

J. DRUG-FREE WORKPLACE: (*the Rules §11.*) During the performance of any resulting contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of who 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.

K. EMPLOYMENT DISCRIMINATION: (*the Rules §10.*) During the performance of any resulting contract, the Contractor agrees to:

1. Not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor, and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the above nondiscrimination clause.
2. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that such Contractor is an equal opportunity employer.

3. Certify all notices, advertisements and solicitations shall be placed in accordance with federal law, rule or regulation deemed sufficient for the purpose of meeting these requirements.
4. Include the provisions of foregoing paragraphs 1., 2., and 3. in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

L. **ENVIRONMENTAL LIABILITY:** Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, sub consultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of any resulting Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

Q. **INDEMNIFICATION:**

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

S. **SEVERABILITY:** The provisions of any resulting contract shall be deemed to be severable, and should any or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

W. **WAIVER:** No failure of the University to exercise any right or power given to it by law or by any resulting contract, or to insist upon strict compliance by Contractor with any of the provisions of any resulting contract, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the University's right to demand strict compliance with the terms of any resulting contract.

V. **SPECIAL TERMS AND CONDITIONS:**

The following 'special' terms and conditions shall apply to any solicitation response, and as applicable shall be incorporated into any resulting contract.

A. **AWARD:** The University's intent is to make a single award to the highest responsive and responsible bidder based on the NET TOTAL. The University reserves the right to make a separate award of each lot, a group of lots or all lots, and to make an award either in whole or in part, whichever is deemed in the best interest of the University. The right is further reserved to reject any or all bids, in whole or in part, to waive informalities and to delete lots prior to making the award, whenever it is deemed in the sole opinion of the University to be in its best interest.

B. **REMOVAL:** State your earliest firm PICK-UP and REMOVAL dates. This date may be a factor in making the award.

Pick-Up date: \_\_\_\_\_, 2014, (must be removed between the hours of **9:00 AM and 4:00 PM, Monday through Friday**)

C. **INSURANCE:** By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverage's during the entire term of the contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The University must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- D. INSPECTION OF EQUIPMENT: My signature on this solicitation constitutes certification that I have inspected the equipment and am aware of the conditions under which the work and removal must be accomplished. Claims, as a result of failure to inspect said equipment, will not be considered by the University.
- E. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

## **VI. METHOD OF PAYMENT**

Payment will be required to remit within one (1) calendar days from date of notice of award. TERMS : Upon receipt of award, Money Order, Cashier's or Certified Check payable to Old Dominion University.

**VII. PRICING SCHEDULE:**

See attached document for the Pricing Schedule or contact Neil Cutler, Procurement Officer at 757-683-3136, [ccutler@odu.edu](mailto:ccutler@odu.edu) to obtain additional information.

Ensure that the solicitation is thoroughly read and completed. Complete, sign and return the information requested below with your bid. FAILURE TO FURNISH THIS DATA MAY RESULT IN DECLARING YOUR BID NON-RESPONSIVE.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE CODE OF VIRGINIA, SECTION 2.1-639.1 - 639.24?

( ) YES ( ) NO

IF YES, EXPLAIN:

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
DATE



**OLD DOMINION  
UNIVERSITY**

Procurement Services

4401 Powhatan Avenue, Norfolk, VA 23529 • Phone: 757/683-3105 • Fax: 757/683-5108 • www.odu.edu/procurement

---

February 21, 2014

**ADDENDUM NO. 01 TO ALL BIDDERS:**

REFERENCE:

IFB NO.	14-221-0046-CCC
DATE ISSUED:	February 21, 2012
COMMODITY:	Sale and Removal of Antique Phonographs
VIEWING SITE:	Old Dominion University Property Control Warehouse 4401 Powhatan Ave. Norfolk, VA 23529-0308
BID DUE:	March 10, 2014, 2:00 PM Local Time

Bidders are hereby notified of the following change in requirements:

- **Page 8, section V.C. INSURANCE, shall be deleted in its entirety.**

All other details and information shall remain the same.

**NOTE:** A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. **Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.**

Sincerely,

**Neil Cutler**

Neil Cutler, CPPB  
Procurement Officer

Name of Firm \_\_\_\_\_  
Authorized Signature/Title \_\_\_\_\_  
Date \_\_\_\_\_

---