INVITATION FOR BIDS
IFB

Issue Date: May 2, 2005 IFB#214-05-Flooring

Title: Term Contract for Floor, Wall and Ceiling Installation and Repair

Using Agency and/or Location Longwood University
Where Work Will Be Performed 201 High Street
Farmville, Virginia 23909

Period of Contract: July 1, 2005 to June 30, 2006 *One year with optional four one year renewals

Sealed Bids Will Be Received until June 22, 2005 at 2:00 local time for furnishing the services described herein and Opened in Public.

All Inquiries for Information should be directed to: Materiel Management (434) 395-2093.

If Bids are Mailed, Send Directly to Issuing Agency Shown Above. If Bids are Hand Delivered, Deliver to: Longwood University, Room #218, Bristow Building, Corner Redford and Main Streets, Farmville, Virginia 23909.

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

A CLASS 'A' CONTRACTORS LICENSE IS REQUIRED

Virginia Contractor License No.______________________________

Class:_________Specialty Codes:_________

Name and Address of Firm:

_____________________________                 Date:__________________

_____________________________                 By:_____________________

Signature in Ink

_____________________________                 Title:____________________

FEI/FIN NO. _____________________                 Telephone No.: (    )__________

email address________________________        Fax No: (    )________________

EVA member yes____________no____________

*Note: See General Terms and Conditions item X for membership details.

Addendums: Any changes resulting from the University’s requirements will be issued in an addendum and will be posted to the eVA (http://www.dgs.state.va.us) and Longwood University Materiel Management website, http://www.longwood.edu/. Click on offices, Purchasing,
Solicitations/Awards, Open Invitation for Bids/Addenda/Awards. Click on the solicitation 214-05-Flooring.

It is the sole responsibility of the bidder to check these web pages for all changes to the IFB prior to submission. Failure to do so may cause your bid to be determined non-responsive. Longwood University will not mail or fax these documents.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Purpose</td>
<td>4</td>
</tr>
<tr>
<td>II. Scope of Services</td>
<td>4</td>
</tr>
<tr>
<td>Contractor Qualification</td>
<td></td>
</tr>
<tr>
<td>Compliance</td>
<td></td>
</tr>
<tr>
<td>III. Scope of Work</td>
<td>4-7</td>
</tr>
<tr>
<td>Requirements</td>
<td></td>
</tr>
<tr>
<td>Procedures</td>
<td></td>
</tr>
<tr>
<td>Estimates for Work</td>
<td></td>
</tr>
<tr>
<td>Contractor Responsibilities</td>
<td></td>
</tr>
<tr>
<td>Use of Premises</td>
<td></td>
</tr>
<tr>
<td>Access To and Inspection of Work</td>
<td></td>
</tr>
<tr>
<td>Record of Service</td>
<td></td>
</tr>
<tr>
<td>IV. General Terms and Conditions</td>
<td>8-14</td>
</tr>
<tr>
<td>V. Special Terms and Conditions</td>
<td>15-19</td>
</tr>
<tr>
<td>Evaluation Procedures</td>
<td>19</td>
</tr>
<tr>
<td>VI. Method of Payment</td>
<td>19</td>
</tr>
<tr>
<td>VII. Pricing Schedule</td>
<td>20</td>
</tr>
<tr>
<td>Data Sheet</td>
<td>21-22</td>
</tr>
</tbody>
</table>
I. PURPOSE: The intent and purpose of this Invitation for Bids is to establish a time and material contract with not more than three (3) qualified, full-service wall covering and flooring contractors, to install and repair all types of flooring, wall covering, ceiling tile and bath room surfaces, including but not limited to Terrazzo, vinyl, vinyl composition tile (VCT), ceramic tile, quarry tile, marble, all types of Hardwood flooring, poured seamless floors, vinyl wall covering, wallpaper or murals, carpet, fiber or sealed suspended grid or tegular drop-in ceilings and ceiling tile repair and replacement.

II. SCOPE OF SERVICES
The Contractor shall provide all labor, equipment, supplies, and materials to perform installation, replacement and repairs to all flooring types, wall covering, and ceiling tile at Longwood University (the Agency).

CONTRACTOR QUALIFICATION
1. Each Contractor shall possess and retain a current Class "A" Contractors License issued by the Commonwealth of Virginia.
2. Each Contractor shall each have at minimum of (2) years of continuous experience in the flooring, wall covering, and ceiling tile installation and repair profession.
3. All hard tile Setters, soft tile setters, Terrazzo Floor/Basin Mechanics, Marble Technicians, Poured Flooring Technician, and Ceiling tile personnel shall have a minimum of 2 years experience.

COMPLIANCE
All work shall be accomplished in compliance with the Virginia Uniform State Building Code, (USBC – 10/1/2003), OSHA regulations, and all other applicable Federal, State and local laws, ordinances, rules, regulations and codes.

III. SCOPE OF WORK:

REQUIREMENTS
1. The Contractor shall accept for performance, upon terms, conditions and provisions set forth herein, such purchase orders as may be issued for flooring, bath tile, wall covering, or ceiling tile repair/replacement by Longwood University.
2. It is the intent of this contract that the trades furnished shall only be for work associated with the terms set forth in this contract. Workers shall not be furnished to Longwood University as a means to supplement its internal staff.
3. Longwood University will be limited to issuing purchase orders with combined totals that do not exceed $125,000 per year per contractor.

PROCEDURES:
1. Within two (2) calendar days of receipt of a telephonic or written request from the Agency, the Contractor shall visit the designated work site, and examine the site of the proposed work to acquire a full understanding of the nature and scope of the project to be accomplished.
2. Within four (4) calendar days of the work site visit, the Contractor shall deliver to the Agency a written proposal with cost to complete the project. This proposal shall be on a form approved by the Contracting Officer and shall include:
   a. Types and quantities of labor multiplied by the bid rates contained in the PRICING SCHEDULE (of this IFB).
b. A listing of materials required with the costs of such items (to be billed at Contractor's actual paid invoice cost).

c. A target date for starting work expressed as the number of days after receipt of the Agency Purchase Order.

d. Estimated completion date.

The starting and completion dates shall be agreed upon between the Agency and the contractor and shall be reflected in the Agency Purchase Order.

3. Upon approval of the proposal by the Agency, an Agency Purchase Order shall be issued as authority to proceed with the project. The Agency Purchase Order shall incorporate the Contractor's proposal cost as a "not to exceed" cost and the agreed upon starting and estimated completion dates. All proposed changes to the proposed scope that will cause the proposed cost to be exceeded will require Agency approval and an amendment to the contractor’s proposal before the additional work may begin. No work shall be undertaken by the contractor until a writtenAgency Purchase Order has been received.

4. Contractor shall normally provide required services between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, holidays excluded; however, the Agency reserves the right to adjust Contractor's working hours whenever it is deemed in the best interest of the Agency. Such adjustment will be communicated to the Contractor twenty-four (24) hours before work is to begin.

5. Contractor shall provide sufficient resources to complete the proposed project within an acceptable time frame in order to prevent unnecessary downtime.

6. All work which does not meet the Agency's approval shall be corrected within ten (10) days.

7. Contractor shall assign a coordinator to review all billings to assure complete and accurate information and to act as contact person to the Agency.

8. Damages to listed equipment caused by the Contractor's negligence or nonfeasance shall be repaired at no cost to the Agency.

9. Failure to meet the response time requirements established above without the Agency's prior written concurrence may result in the Contractor being considered in default of the Terms and Conditions of this contract.

10. The Agency reserves the right to make or obtain other estimates prior to authorizing the Contractor to proceed in order to comply with the requirements of state regulations to determine price reasonableness. If the estimate is considered not to be reasonable, the Contractor will be asked to review its estimate and resubmit. If the revised estimate is still considered to be unreasonable, the Agency reserves the right to obtain the work from another source.

11. Failure to meet the response time requirements established above without the Agency's prior written concurrence may result in the Contractor being considered in default of the Terms and Conditions of this Contract.

CONTRACTOR RESPONSIBILITIES:

1. Generally, the work to be performed under this contract will not require the services of an architect, engineer, or consultant, and the required work to be done can be specified by routine field surveys by the Contractor, examination of written information and simple sketches and diagrams briefly describing the Agency's needs. Copies of the original blueprints will be provided as required. If upon completing the site investigation of the work, the Contractor determines that the scope of the requested work requires the
services of an architect, engineer or consultant, then the Contractor shall notify the Agency’s representative that the work requested cannot be accomplished within the scope of this contract without such services.

2. The Contractor shall be responsible for providing the appropriate types and skill levels of personnel required to accomplish the work and for adequately supervising them at the work site. Contractor shall be similarly responsible for all damages to persons or property that occurs as a result of its fault or negligence. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection and life safety systems or any other building features that will overload or render useless any portion of the facility.

3. The Contractor shall be responsible to assure that all materials used comply with all applicable laws, ordinances, rules, regulations and codes and are compatible with existing materials and equipment of the building involved. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction which theretofore may have been accepted.

4. The Contractor shall provide on-site supervision of all trades at all times work is in progress. This on-site supervision shall be empowered to act on behalf of the Contractor.

5. The Agency may, at its discretion, require quantitative and/or qualitative examination of the Contractors materials or methods related to any request for service under the terms of this contract. Test such as film thickness, chemical resistance, color match, flame spread, grout composition, and mastic volatility are representative but not inclusive of the tests that may be required. Agency will, to the best of its ability, specify any tearing required in the request for services.

USE OF PREMISES:

1. The Contractor shall be responsible for repairing or replacing any work damaged by its operations within 10 days after notification by the Agency.

2. It shall be the responsibility of the Contractor to report to the Agency, in the original estimate, any damage found prior to any work at the site.

3. The Contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with and in the presence of an authorized representative of the Agency. The Contractor shall give ample advance notice of the need for cut-offs or adjustments which will be scheduled at the convenience of the Agency.

4. All work shall be coordinated and scheduled with the Agency to minimize disruption of operations.

5. Access for work in restricted areas requires a minimum 48 hour notice to the Agency. Work in these areas may require escort.

6. Existing sanitary facilities, electricity and water may be used by the Contractor as directed by the Agency to the extent of available services.

7. Throughout the construction period, the Contractor shall maintain dust abatement/control by a method submitted to and approved by the Agency.

8. Any material suspected as asbestos containing is not to be disturbed, and the Agency is to be notified of the suspected material at once.

ACCESS TO AND INSPECTION OF WORK:

1. The Contractor shall notify the designated Operations Manager from the Longwood University Facilities Management, (434) 395-2089 prior to commencement of work to arrange for all rough-in and final
inspections. Any omission or failure on the part of the Operations Manager to disapprove or reject inferior or defective work or materials shall not be construed to be a final acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at its own expense, such defective work or rejected material and shall rebuild and/or replace same without extra charge within ten (10) days of being notified of disapproval. If any such work shall be covered up without approval or consent, it must, if required by the Agency, its representative or other proper authorities, be uncovered for examination at Contractor's expense.

2. The Owner, owner’s agents, bonafide public authorities and their representative shall at all times have access to the work, whether it is in preparation or progress, and the Contractor shall provide safe facilities for such access and inspection.

RECORD OF SERVICE:

1. All work performed under this contract shall be supported by daily job tickets prepared by the Contractor. Job tickets shall be on the Contractor's format as approved by the Longwood University Operations Manager.

2. Each job ticket shall reflect the daily job site activity to include time of arrival and departure, the number and types of craftsmen on the job, and any major items of equipment, to include rental equipment at the job site. Contractor should list any major items of equipment being left overnight at the job site for the information of the Agency and protection of the Contractor. The job ticket shall be authenticated daily by the Agency, its representative or other proper authority at the job site and a copy provided to the authenticating employee.

3. The original job ticket(s) shall be submitted with the invoice for each Agency Purchase Order as supporting documentation for labor hours billed.
IV. GENERAL TERMS AND CONDITIONS

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”

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, 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization 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. (Code of Virginia, § 2.2-4343.1 E).

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. **DEBARMMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

1. **(For Invitation for Bids:)** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. **(For Request For Proposals:)** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the
specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

   c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public Agency is being billed.

   d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

   e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an Agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-43 63).

2. To Subcontractors:

   a. A contractor awarded a contract under this solicitation is hereby obligated:

      (1) To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

      (2) To notify the Agency and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

   b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions
apply to each sub-tier contractor performing under the primary contract. A contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

**K. PRECEDENCE OF TERMS:** The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**L. QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder’s/offeror’s) physical facilities prior to award to satisfy questions regarding the (bidder’s/offeror’s) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**M. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**N. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

**O. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency’s right to audit the contractor’s records and/or to determine the correct number of units independently; or

   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the
right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

**P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

**Q. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.

**R. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

**S. TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

**T. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages 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 or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1. Worker’s 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 cokers’
compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employers 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 Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
   (Note to Agency/Institution: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverages should also require motor carrier’s liability. When in the judgement of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.)

4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

**NOTE:** In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<table>
<thead>
<tr>
<th>Profession/Service</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td></td>
</tr>
<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td></td>
</tr>
<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td></td>
</tr>
<tr>
<td>Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Doctors, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations)</td>
<td>$1,750,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - $1,800,000, July 1, 2006 - $1,850,000, July 1, 2007 - $1,925,000, July 1, 2008 - $2,000,000. This complies with § 8.01-581.15 of the <em>Code of Virginia</em>. )</td>
<td></td>
</tr>
<tr>
<td>Insurance/Risk Management</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Landscape/Architecture</td>
<td>$1,000,000 per occurrence, $1,000,000 aggregate</td>
</tr>
<tr>
<td>Legal</td>
<td>$1,000,000 per occurrence, $5,000,000 aggregate</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Surveying</td>
<td>$1,000,000 per occurrence, $1,000,000 aggregate</td>
</tr>
</tbody>
</table>

**U. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over $50,000 as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days and on the
V. **DRUG-FREE WORKPLACE:** During the performance of this 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 vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of the objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b. eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

V. **SPECIAL TERMS AND CONDITIONS**
1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Longwood University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4. **AWARD:** An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making award.

5. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

6. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

7. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special label is not furnished, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

```
From:__________________________ Due Date:__________________________ Time:__________________________
Name of Bidder/Offeror
Street or Box Number
City, State, Zip Code

214-05-Flooring
IFB No./RFP. No.

Term Contract for Flooring & Ceiling Installation & Repair
IFB/RFP Title
```

Name of Contract/Purchase Officer or Buyer: Jane Crawley

The envelope should be addressed as directed on the label or Page 1 of the solicitation.
8. Longwood University does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment. (Code of Virginia, § 11.41)

9. **LATE PROPOSALS:** To be considered for selection proposals must be received in the Materiel Management Office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Materiel Management Office. Proposals received in the Materiel Management Office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the intradepartmental University Mail System. It is the sole responsibility of the Proposer to insure that its proposal reaches the Materiel Management Office by the designated date and hour. Parking is difficult, plan to arrive early. If an offeror requires ADA accommodations to deliver proposals, please contact the Materiel Management office ten days prior to solicitation opening.

10. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

   Contractor Name:_________________
   Subcontractor Name:____________________
   License #_______________________Type______________________

11. **NEGOTIATION WITH LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 11-53 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the Agency whenever such low bid exceeds the Agency’s available funds. For the purpose of determining when such negotiations may take place, the term “available funds” shall mean those funds which were budgeted by the Agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the Agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Agency and the lowest responsive, responsible bidder.

12. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

13. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth’s satisfaction at the contractor’s expense.

14. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

15. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of at least one (1) year following the date of installation and acceptance. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be
negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

16. **USE OF PREMISES AND REMOVAL OF DEBRIS:**

a. The contractor shall:

   (1) Perform the contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;

   (2) Store apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of any other contractor; and

   (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

b. The contractor expressly undertakes, either directly or through its subcontractor(s), to effect all cutting, filling, or patching of its work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.

c. The contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

d. The contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from its operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonable dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.

e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents, if applicable.

f. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous
arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

17. **CONTRACTOR’S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that it has clear title to all materials and supplies for which it invoices for payment.

18. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

19. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth’s use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

20. **PRIME CONTRACTOR’S RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and that of all subcontractors, with best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees to accept full responsibility for the acts and omissions of all subcontractors and of persons employed by them to the same extent as for the acts and omissions of the contractor’s own employees.

21. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

22. **Addendums:** Any changes resulting from the University’s requirements will be issued in an addendum and will be posted to the eVA [http://www.dgs.state.va.us](http://www.dgs.state.va.us) and Longwood University Materiel Management website, [http://www.longwood.edu/](http://www.longwood.edu/). Click on offices, Purchasing, Solicitations/Awards, Open Invitation for Bids/Addenda/Awards. Click on the solicitation 214-05-Flooring.

It is the sole responsibility of the bidder to check these web pages for all changes to the IFB prior to submission. Failure to do so may cause your bid to be determined non-responsive. Longwood University will not mail or fax these documents.

23. **Longwood University shall not discriminate because of the race, religion, color, sex, age, disability, or national origin of the bidder, offeror, or contractor (Code of Virginia, X 11-44). Longwood University shall also not discriminate against faith-based organizations. (Code of Virginia § 11-41/02.)**

24. **DISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after
the date of such objection, access to equivalent goods, services, or disbursements from an alternative provider.

25. **EXTENSION OF CONTRACT:** At the sole discretion of the Commonwealth, and at a reasonable time (approximately 90 days) prior to its expiration date, this contract may be extended annually upon mutual agreement for a period of four (4) one year renewals.

**BID EVALUATION PROCEDURES:** The lowest responsive bid will be determined by multiplying the estimated annual usage of Part 1, and Part 2 of the Pricing Schedule times the bid labor rates to arrive at a subtotal for each and then adding these together to arrive at a grand total. **NOTE: THE BIDDER IS NOT TO FILL IN THESE BLANKS. THIS EXAMPLE IS ONLY INTENDED TO SHOW THE PROCEDURE TO BE USED.**

**PART 1 - LABOR COST**

<table>
<thead>
<tr>
<th>REGULAR TIME</th>
<th>EST. LABOR USAGE</th>
<th>HOUR RATE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>8 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Hard Tile Setter</td>
<td>8 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Hard Tile Helper</td>
<td>8 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Soft Tile Worker</td>
<td>8 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Wood Floor Finisher</td>
<td>8 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Accoustical Tile Installer</td>
<td>8 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Wall Covering Installer</td>
<td>8 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
<td>8 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Carpet Installer</td>
<td>8 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
</tbody>
</table>

**PART 1 SUBTOTAL:** $______

**PART 2 - LABOR COST**

<table>
<thead>
<tr>
<th>OVERTIME</th>
<th>EST. LABOR USAGE</th>
<th>HOUR RATE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>2 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Hard Tile Setter</td>
<td>2 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Hard Tile Helper</td>
<td>2 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Soft Tile Worker</td>
<td>2 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Wood Floor Finisher</td>
<td>2 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Accoustical Tile Installer</td>
<td>2 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Wall Covering Installer</td>
<td>2 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
<td>2 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
<tr>
<td>Carpet Installer</td>
<td>2 hours @ $______</td>
<td>= $______</td>
<td></td>
</tr>
</tbody>
</table>

**PART 2 SUBTOTAL:** $______

**VI METHOD OF PAYMENT:**

A. The Contractor will be paid on the basis of invoices submitted. Billing may be made monthly by the Contractor. All copies of the invoice shall be forwarded directly to the using agency or wherever otherwise designated.
B. The invoice shall be accompanied by one copy of each of the original authenticated job tickets and a copy of the Contractor's paid invoices for materials.
VII. **PRICING SCHEDULE**: The Bidder agrees to provide services in compliance with the Scope of Work and Terms and Conditions of this Invitation for Bid at firm hourly rates for each type worker as follows: *Failure to complete any of the hourly rates listed below may be cause for rejection of bid (via a nonresponsive determination)*.

**PRICING SCHEDULE**

**PART 1: LABOR RATES**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>$______</td>
</tr>
<tr>
<td>Hard Tile Setter</td>
<td>$______</td>
</tr>
<tr>
<td>Hard Tile Helper</td>
<td>$______</td>
</tr>
<tr>
<td>Soft Tile Worker</td>
<td>$______</td>
</tr>
<tr>
<td>Wood Floor Finisher</td>
<td>$______</td>
</tr>
<tr>
<td>Accoustical Tile Installer</td>
<td>$______</td>
</tr>
<tr>
<td>Wall Covering Installer</td>
<td>$______</td>
</tr>
<tr>
<td>Carpet Installer</td>
<td>$______</td>
</tr>
<tr>
<td>Laborer</td>
<td>$______</td>
</tr>
</tbody>
</table>

**PART 2: LABOR RATES**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>$______</td>
</tr>
<tr>
<td>Hard Tile Setter</td>
<td>$______</td>
</tr>
<tr>
<td>Hard Tile Helper</td>
<td>$______</td>
</tr>
<tr>
<td>Soft Tile Worker</td>
<td>$______</td>
</tr>
<tr>
<td>Wall Covering Installer</td>
<td>$______</td>
</tr>
<tr>
<td>Accoustical Tile Installer</td>
<td>$______</td>
</tr>
<tr>
<td>Carpet Installer</td>
<td>$______</td>
</tr>
<tr>
<td>Laborer</td>
<td>$______</td>
</tr>
</tbody>
</table>
DATA SHEET

To Be Completed by Bidder

1. QUALIFICATIONS OF BIDDER: The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: _____ years ________ months.

3. REFERENCES: Indicate below a listing of at least four (4) current accounts, either commercial or governmental, that your agency is servicing. Include the length of service and the name and phone number of the person the purchasing agency has your permission to contact.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Length of Service</th>
<th>Contact Person</th>
<th>Phone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indicate below the names of qualified employees, by trade, currently employed by you in this area, and the basis of their qualifications. Add supplemental sheets as required.
Indicate below your plans to expand your workforce, when and if needed, to cover the full scope of the contact.