INVITATION FOR BIDS
IFB

Issue Date: February 7, 2005  IFB#214-05-Painting

Title: Term Contract for Painting Services

Issuing Agency: Commonwealth of Virginia
Longwood University
201 High Street
Farmville, Virginia 23909

Using Agency and/or Location where work Will be performed:
Longwood University
Farmville, Virginia 23909


Sealed Bids Will Be Received no later than March 23, 2005 at 2:00 p.m. local time.

All Inquiries for Information should be directed To: Materiel Management Office, (804) 395-2093.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: MATERIEL MANAGEMENT OFFICE, BRISTOW BUILDING, CORNER MAIN (U.S. BUSINESS 15) AND REDFORD STREETS, ROOM #218, FARMVILLE, VIRGINIA 23909.

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

*Virginia Contractor License No. ________________________________
Class: ___________________ Specialty Codes: _______________________

Name and Address of Firm:
___________________________________  Date: _______________________
___________________________________  By: _________________________
___________________________________  Signature in Ink
___________________________________  _____________________________
FEI/FIN No. _________________________  Name Typed or Printed
Telephone No.(___) __________________
Fax No.(___) _______________________

Email address _______________________

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-Painting.
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.

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I. PURPOSE: The intent and purpose of this Invitation for Bids is to establish a term contract with one or more qualified firms to furnish Painting Services for Longwood University, an agency in the Commonwealth of Virginia. Contractor shall be within a 30 mile radius of the University and shall be responsible for carrying out projects under $50,000. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation.

II. SCOPE OF WORK: The contractor shall furnish all labor, materials, equipment, supervision, tools to provide interior and exterior painting services for future, yet-to-be determined painting including academic and dormitory facilities at the University. Future price quotes on the yet-to-be-determined projects will normally be part of an analysis whereby the University’s in-house forces are compared to the lowest responsive price quotes received. These services must be provided in a competent manner to minimize the interruption of the educational services, and business operations performed by the University. The contractor will provide painting services as guided by the University’s plans and specifications.

A. Procedures:

1. Within five (5) business days of receipt of a telephone call or written request from the University, the contractor will visit the designates work site and carefully 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 five (5) business days of the work site visit, the contractor will deliver to the University’s designated representative a written quotation to complete the project. This quotation will be based upon the established prices resulting from award of this Invitation for Bids. At a minimum quotations will include: the types and quantities of labor required to complete the painting project, established agreed labor rates, a listing and description of the proposed work, a listing and description of the major items of materials needed (with associated cost when submitting a Cost of Work quotation), and total price. If requested by the University, the quotations will also include a target date for starting work and an estimated completion date. The start and completion dates will be agreed upon by the University and the contractor and will be reflected in the written Notification to Proceed or Purchase Order.

3. When an award is made to the contractor on a particular paint project, the University will inform the contractor of such an award by issuing a Notification to Proceed or Purchase Order.

4. The contractor will perform no work which would result in exceeding the dollar limitation of the agreed upon price without first obtaining written approval from the University.

B. Painting Specifications:

1. Surface Preparation:
a. Upon receipt of the Notification to Proceed or Purchase Order has been issued, the contractor will examine each area scheduled for painting and notify the University, in writing, of any adverse conditions present that should prove unsatisfactory for proper application and complete coverage of paint to existing painted surfaces.

b. The contractor shall remove all hardware, hardware accessories, machined surfaces and similar items in place and not to be painted, or provide surface-applied protection prior to surface preparation and painting operations. Reinstall the removed items by workmen skilled in the trades involved following work completion.

c. The contractor shall perform preparation and cleaning procedures in strict accordance with the paint manufacturer’s instructions and, as herein specified, for each particular surface condition.

d. The contractor shall not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of durable paint film. The contractor shall clean surfaces to be painted before applying paint. The contractor shall remove oil and grease prior to mechanical cleaning and shall plan the cleaning and painting so that contaminants from the cleaning process shall not fall onto wet, newly-painted surfaces.

e. The contractor shall ensure that all existing and new surfaces and base coats to receive paint shall be clean, smooth, and dry, and free from dust or grit at time any coating is applied. Existing base coats shall be made in good condition and the surfaces well covered by touching up any bare or abraded spots. New or existing base coats shall be rubbed smooth as necessary to allow for proper application of paint.

f. The contractor shall fill all cracks and joints on new and existing surfaces with caulk/sealant according to specifications of the work. Filled surfaces shall be flush with adjoining surfaces.

g. The contractor shall remove loose and peeling paint from all existing surfaces to receive new paint. When specified by the University, the contractor shall sand edges of paint scales left after removing peeling to create a smooth surface.

III. REQUIREMENTS:

a. The contractor shall provide high quality painting services. This includes, but is not limited to, prompt response to request for quotations and completion of projects in am timely fashion once guidelines and time tables are established by the University. Work in progress may be inspected periodically by the
University’s designated representative to ensure that services provided meet the University’s quality standards. The University may, at any time, assign a designated representative to oversee a painting project. The University representative will serve as the contract administrator of the contract.

b. The contractor will plan its work with the understanding that the University’s normal working hours are 8:15 a.m. to 5:00 p.m. Monday through Friday, except for established holidays observed by the University.

c. The contractor shall be required to work under the same conditions as the University’s painters. This includes, but is not limited to, vehicle parking arranged through the University’s Facilities Management Office, complying to all building and safety codes, and scheduling work around University special events and holidays.

d. The contractor’s personnel shall wear uniforms at all times to designate their affiliation with the firm. Uniforms shall consist of long pants and a shirt (either short or long sleeve) with the Firm’s name and person’s first name designated on the upper portion of the shirt. Uniforms shall remain consistent for proper identification purposes and the contractor’s personnel shall wear these uniforms at all times. The University requires such identification for security precautions and access may be prohibited if the identification is not recognized by University personnel.

e. The contractor shall take proper safety and health precautions to protect, at a minimum, all work, the contractors employees, the public and University property.

f. The work site shall be kept in such an orderly fashion as to not unduly interfere with the progress of the work or the work of any other contractor. Trash/debris shall be collected daily and removed by the contractor.

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

h. The contractor may use existing sanitary facilities; electricity and water as directed and approved by the University to the extent of available services. The issue of available utilities will be clarified and understood prior to the submission of the contractor’s price quotations on each paint project.

i. The University, its agents, any public authority and their representatives will at all times have access to the work, whether it is in preparation or progress stage, and the contractor will provide safe facilities for such access and for inspection. All work and material will be subject to a final inspection by an authorized representative of the University.

2. Paint:
a. Contractor shall mix and prepare painting materials in accordance with manufacturer’s printed instructions.

b. Contractor shall store paint, not in actual use, in tightly covered containers. Storage containers shall be maintained in a clean condition, free of foreign materials and residue.

c. Contractor shall stir paint before application to produce a mixture of uniform density, and stir as required during application of paint. Contractor shall not stir surface film into paint. Contractor shall remove the film and, if necessary, strain the paint before using.

d. Contractor shall keep all stored paints, liquids and rags in covered metal containers. Contractor shall store materials, tools and equipment in areas designated by the University. Contractor shall maintain storage area in neat, clean condition. Contractor shall be responsible for stored items. In some cases, contractor may be required to furnish their own storage areas.

e. The contractor shall use paint manufactured by one of the following approved brands of paint:

   (1) Devoe
   (2) Glidden
   (3) Sherwin-Williams
   (4) Douglas
   (5) Benjamin Moore
   Or paint type as specified in the Request for Quotation.

f. Contractor shall use Silicone based caulk manufactured by:

   (1) Dow Corning
   (2) Red Devil
   (3) Dap products
   Or caulk as specified in the Request for Quotation.

3. Application:

   a. The contractor shall apply paint in accordance with the manufacturer’s instructions. Contractor shall use applicator and techniques best suited for the substrate and type of material being used or as specified by the University.

   b. The contractor shall ensure that the finished surface shall be free of runs, drops, ridges, waves, laps, brush marks, and each coat shall be applied so as to produce a film of uniform thickness. Special attention shall be given to ensure that all surfaces, including edges; corners, crevices, welds, and fasteners receive a film thickness equal to that of adjacent painted surfaces.

   c. The contractor shall ensure that, during application, paint shall show no signs of hard setting, excessive skinning, or other deterioration. The paint shall be thoroughly stirred, strained, and kept at a uniform consistency during application.
d. Where necessary to suitable conditions of surface, temperature, weather, and method of application, paint shall be thinned immediately before application in accordance with manufacturer’s instructions, but not in excess of one (1) pint of suitable thinner per gallon, unless otherwise approved by the University. The use of thinner, for any reason, shall not relieve the contractor from obtaining complete coverage of paint.

e. On some occasions, the contractor must obtain the University’s approval of each coat before applying succeeding coats. Otherwise an additional coat may be required and provided by the contractor at no additional cost to the University.

f. The contractor shall paint all piping, electrical and telephone conduits when and if specified.

g. Paint shall be applied by brush unless otherwise specified. Airless spray gun paint application, and chemical/open flame paint removal may be permitted on specific areas ONLY as approved in advance by the University.

h. The contractor shall apply paints on exterior surfaces only when the temperature of surfaces to be painted and the surrounding air temperature are between 50 degrees F. and 90 degrees F, unless otherwise permitted by the paint manufacturer’s printed instructions, or as approved by the University.

i. The contractor shall not apply paint in snow, rain, fog, or mist or when the relative humidity exceeds 85%, or to damp or wet surfaces, unless otherwise permitted by the paint manufacturer’s printed instructions, or as approved by the University.

4. Scaffolding:

   a. The contractor shall provide, erect, and maintain all scaffolding required for proper execution and completion of all the work and inspection of the work by the University’s designated representative. All scaffolding shall meet all OSHA requirements.

5. Clean-up and Protection:

   a. During the process of the work, the contractor shall remove from the site all discarded paint materials, rubbish, cans, trash, rags, or similar items at the end of each workday. This includes, but is not limited to; raking and removal of paint chips, sweeping up dust, etc.

   b. Upon completion of painting work, the contractor shall clean paint-spattered surfaces. The contractor shall remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

   c. Protection:

      (1) The contractor shall provide wet paint signs, drop cloths, barriers and other covering for proper protection of metal, previous painted surfaces,
office furnishings, personal belongings of University students and personnel, automobiles, pedestrian traffic, etc. The contractor shall correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to the University.

(2) The contractor shall provide personal safety equipment to avoid skin and eye contact with cleaning products.

(3) The contractor shall provide “Wet Paint” signs as required to protect newly painted finishes and shall remove temporary protective wrappings after completion of painting operations.

(4) The contractor shall touch-up and restore all damaged or defaced painted surfaces after job completion.

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/offor) has questions about the specifications or other solicitation documents, the prospective (bidder/offor) 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:**

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 workers’
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:

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<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000</td>
</tr>
<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000</td>
</tr>
<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000</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</td>
<td></td>
</tr>
</tbody>
</table>
Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations) $1,750,000 per occurrence, $3,000,000 aggregate (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 Code of Virginia.

Insurance/Risk Management $1,000,000 per occurrence, $3,000,000 aggregate

Landscape/Architecture $1,000,000 per occurrence, $1,000,000 aggregate

Legal $1,000,000 per occurrence, $5,000,000 aggregate

Professional Engineer $2,000,000 per occurrence, $6,000,000 aggregate

Surveying $1,000,000 per occurrence, $1,000,000 aggregate

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) for a minimum of 10 days and on the Longwood University Public Posting Board, Bristow Building and on the Longwood University website (www.longwood.edu/purchasing) for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s 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 his 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](http://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:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
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: ____________________________
Name of Bidder/Offeror
Due Date: ____________________________
Time:

Street or Box Number
IFB No./RFP. No.

City, State, Zip Code
IFB/RFP Title

Name of Contract/Purchase Officer or Buyer: ____________________________
```

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

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. **USE OF PREMISES AND REMOVAL OF DEBRIS:**
a. The contractor shall:

(1) Perform his 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 his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the 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 his subcontractor(s), to effect all cutting, filling, or patching of his 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 his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and 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 his 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 his 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.

16. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete services ready for the Commonwealth’s use.

17. **PRIME CONTRACTOR’S RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

18. **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.

19. **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-Painting.** 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.

20. **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.)

21. **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, 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 his objection, access within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

22. **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 three (3) one year renewals.

VI. LONGWOOD UNIVERSITY
SITE REGULATIONS

The contractor shall conduct his operations in compliance with the regulations established by the University for the construction site and personnel. Such regulations will be prescribed as necessary by the Director of the Facilities Management Department or such persons as he may direct. The regulations shall include but shall not be limited to the following:

1. The contractor shall schedule work in cooperation with the Owner. Normal work hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Any deviations from these work hours will be approved by the University. All necessary interruptions to the University utilities and roadways shall be kept to a minimum and shall be coordinated with the University two work days (48 hours) prior to the outage. The contractor shall coordinate the work with the University to ensure continual operation of the University functions. The contractor shall provide a schedule of work for approval by the University. Schedule shall be updated as needed.

2. The contractor shall confine equipment, the storage of materials and equipment, and the operation of his forces to the immediate vicinity of the project in the areas designated by the University.

3. The contractor shall exercise extreme care to protect University property during his operations. The contractor shall restore to original condition any plantings, grassed areas, utilities, roads, structures, and other University facilities damaged as a result of his operations, and at no additional cost to the Owner. Any damage including damage to finished surfaces resulting from the performance of this contract shall be repaired to the Owner’s satisfaction at the contractor’s expense.

4. The contractor shall be required to manage the project in a safe manner so as to protect University personnel, students, and visitors from injury. Sites
are to be appropriately designated by signs, fenced and flagged. Minimum fence to be equal to 4’ orange plastic netting with 6’ wooden stakes at 5’ centers.

5. The parking of the vehicles belonging to the contractor, his employees, and his subcontractors shall be limited to the areas designated by the University. In no event will they be parked on lawns or sidewalks. Parking permits will be required by the University. Permits are available at the Facilities Management Department office.

6. No signs or advertisements shall be posted on University property unless approved by the University.

7. The contract may use University water and power. Any modifications of these utilities required by the contractor shall be made by the contractor at his expense. These modifications may be made only after receiving written permission from the Facilities Management Department. Contractor shall remove modifications upon completion of project. No charges to the contractor will be made by the University for the use of University utilities unless persistent wastage occurs. In such cases, the contractor will be charged for the utilities at the same rates the University pays for them.

8. Sanitary facilities shall be provided by the contractor.

9. The contractor shall clean up the construction site at the end of each workday.

10. All contracted personnel must clearly display a contractor’s badge. Badges may be obtained at no cost upon request to the Facilities Management Department.

11. The contractor shall be responsible for properly security any equipment or material prior to leaving the site to prevent damage to both secured and installed material and equipment.

12. The contractor shall be responsible to secure and monitor concrete until it hardens and held accountable for damage incurred prior to hardening.

13. Sensitivity to the unique nature of the University environment is essential. A high standard of civility must be maintained by contractors and their employees for a meaningful learning environment to exist. Behaviors displayed by contractor’s employees, such as catcalling, whistling, leering,
and other similar gestures or comments of a sexual nature made toward
students or employees of the University, have the very real potential of
creating serious liabilities for the University and the contractor. They
cannot be tolerated by the University and contractor’s employees exhibiting
such behavior will be barred from the work site permanently. Chronic
problems of this nature may be deemed a material breach of the
construction agreement. Title IX of the Education Amendments of 1972
creates legal claim rights for University students, visitors or employees
sexually harassed by third parties such as contractors and their employees

Revised November 4, 1997
VII. BIDDER’S DATA SHEET
TO BE COMPLETED BY THE BIDDER

1. **Qualification 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.________________ Year(s)
   Month(s)

3. **Reference:** Indicate below a listing of references from other Universitys or
   universities as stated in the scope of work for whom you have provided this time
   of service. Include the date service was provided and the name and address of the
   person Longwood University has your permission to contact.

<table>
<thead>
<tr>
<th>CLIENT</th>
<th>ADDRESS</th>
<th>CONTACT PERSON AND PHONE NUMBER</th>
</tr>
</thead>
<tbody>
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VIII. **PRICING SCHEDULE**

**LABOR RATES:**

The contractor agrees to provide Painting Services in compliance with the Invitation for Bids, General Terms and Conditions and Special Terms and Conditions contained herein at the following labor prices:

A. **Labor**

<table>
<thead>
<tr>
<th>Position</th>
<th>Regular Time</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Painter, First Class</td>
<td>$_________/hr.</td>
<td>$_________/hr.</td>
</tr>
<tr>
<td>Including Overhead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Painter Helper</td>
<td>$_________/hr.</td>
<td>$_________/hr.</td>
</tr>
<tr>
<td>Including Overhead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Other (Please specify)</td>
<td>$_________/hr.</td>
<td>$_________/hr.</td>
</tr>
<tr>
<td>Including Overhead</td>
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<td></td>
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</table>

Painter First Class is defined as a highly skilled journeyman painter, with approximately four (4) years’ experience in the painting trade. Painter Helper is defined as a person who assists the Painter First Class with unskilled work including, but not limited to, surface preparation, non-skilled paint application, and completing clean-up procedures.

<table>
<thead>
<tr>
<th>Position</th>
<th>Weekends</th>
<th>Holidays/State or University</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Painter, First Class</td>
<td>$_________/hr.</td>
<td>$_________/hr.</td>
</tr>
<tr>
<td>Including Overhead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Painter Helper</td>
<td>$_________/hr.</td>
<td>$_________/hr.</td>
</tr>
<tr>
<td>Including Overhead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Other (Please specify)</td>
<td>$_________/hr.</td>
<td>$_________/hr.</td>
</tr>
<tr>
<td>Including Overhead</td>
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</tbody>
</table>