INVITATION FOR BIDS
IFB

Issue Date: January 13, 2006

Title: Term Contract for Roofing Services

Using Agency and/or Location
Longwood University

Where Work Will Be Performed
Farmville, Virginia 23909

Period of Contract: February, 2006 to January, 2008 *Two years with optional three one year renewals

Sealed Bids Will Be Received until February 7, 2006 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:____________________
_____________________________                 Zip Code________
FEI/FIN NO.________________________
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 214-06-Roofing.
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.

**OPTIONAL PRE-BID CONFERENCE:** An Optional pre-bid conference will be held at Bristow Bldg, Facilities Management, January 23, 2006 2:00 p.m. The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

**Note:** Contractor shall be a member of eVA to be awarded this contract. See membership instructions Section X on page 15.
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Purpose</td>
<td>4</td>
</tr>
<tr>
<td>II. Projected Requirements/Estimated Volume</td>
<td>4</td>
</tr>
<tr>
<td>III. Scope of Work</td>
<td>4</td>
</tr>
<tr>
<td>IV. General Procedure</td>
<td>5</td>
</tr>
<tr>
<td>V. Contractor’s Personnel Requirements</td>
<td>5</td>
</tr>
<tr>
<td>VI. Contractor’s Responsibilities</td>
<td>6</td>
</tr>
<tr>
<td>VII. Pricing Schedule</td>
<td>6</td>
</tr>
<tr>
<td>VIII. Optional Pre-Bid Conference</td>
<td>7</td>
</tr>
<tr>
<td>IX. General Terms and Conditions</td>
<td>8-14</td>
</tr>
<tr>
<td>X. Special Terms and Conditions</td>
<td>15-18</td>
</tr>
<tr>
<td>VI. Method of Payment</td>
<td>18</td>
</tr>
<tr>
<td>Data Sheet</td>
<td>19-20</td>
</tr>
<tr>
<td>Minority Forms</td>
<td>21</td>
</tr>
</tbody>
</table>
I. PURPOSE: The purpose and intent of this Invitation for Bid is to establish contracts with two (2) or more highly qualified roofing General Contractors to be responsive to Longwood University's needs twenty-four (24) hours per day, seven (7) days per week. In order to avoid severe structure or equipment damage, emergency service calls shall be determined at the discretion of the Department of Facilities Management, Longwood University (an agency of the Commonwealth of Virginia) hereafter referred to as the University. Facilities Management will require a response time of no more than four (4) hours, unless other arrangements are made with the requestor, unless other arrangements are made with the requestor, as many of Longwood University's facilities operate 24 hours per day and must have repair service promptly to protect the health and welfare of the students, employees, and sensitive equipment. This contract is intended for jobs not to exceed $50,000 each.

The award of a contract by Longwood University will not entitle a contractor to perform any specific work or job. Instead, it will entitle a contractor, when invited or requested by Longwood University, to bid or propose, or not to bid or propose on any specific job.

Longwood University, in its option, may obtain estimates from any or all contract sources for any individual project or Longwood University may solicit offers on specific jobs by Invitation to Bid (IFB) or by Request for Proposal (RFP), depending on the nature of the specific job.

II. PROJECTED REQUIREMENTS/ESTIMATED VOLUME: The potential dollar volume of work that may be ordered under this contract is unknown. However, estimated annual requirements within the range of $10,000 to $100,000 are not considered unreasonable. This estimate is given for the information of potential bidders only. It does not indicate the volume which will be experienced, since such volume will depend upon requirements which develop during the contract period.

III. SCOPE OF WORK: The contractor shall furnish all necessary labor, supervision, equipment, materials, tools and supplies as may be required to provide roofing repair and maintenance on an as needed basis in accordance with specifications and terms and conditions set forth herein. The general contractor shall be responsible for carrying out projects under $50,000. Individual projects which are estimated to cost more than $50,000 shall be solicited separately. Examples of the types of building alterations and remodeling projects that may be requested include, but are not limited to the following:

1. Repairing and replacing flashing, counterflashing, gravel stops and other miscellaneous metals.

2. Removal and replacement of various roofing surfaces including EPDM; Modified Bitumen; Built-up roofing; asphalt/fiberglass shingle; rolled composition roofing; corrugated, standing-seam or flat jointed metal; etc.

3. Work may also include repair or replacement of deteriorated gutters, downspouts, decking, blocking, and curbs. Caulking and sealing may also be included.

Emergency Service: The potential contractor may be required to do emergency repairs at times other than normal working hours. The contractor shall be available to perform emergency work on a twenty-four (24) hours per day, seven (7) days per week basis. Emergency service calls require a minimum of four (4) hour response time, unless otherwise arranged by agreement with requestor, unless otherwise arranged by agreement with requestor. When emergencies occur after 3:00 p.m. on normal workdays and service is requested and the work goes beyond 5:00 p.m., all work performed after 5:00 p.m. will be at the overtime rate. Similar emergency work before and up to 8:00 a.m. will be at the overtime rate. Emergency service calls require an onsite response time of no more than four (4) hours. Emergency service calls will be determined and requested by the designated Facilities Management representative. An emergency condition normally is a situation which creates a threat to public health, welfare, and safety or threatens potential property damage. Accordingly, these emergency conditions require prompt service within four (4) hours of call. However, Longwood University does not anticipate all requested service calls to be performed in this proposed contract to be emergencies.

Weekends and Holidays: When work is required by Longwood University on weekends and holidays (as
defined by official Longwood University holidays) either a scheduled or emergency nature, overtime rates shall be paid.

The Bidder shall be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work.

Longwood University reserves the right to obtain estimates from any or all contract sources for any individual project.

IV. GENERAL PROCEDURE:

1. Upon receipt of a telephonic or written request from the Facilities Management Department of Longwood University, the Contractor shall be required to visit the work site within three workdays 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. The Contractor shall furnish the University, within five workdays, a written estimate of the costs to complete the project, to include a breakout of quantities of labor to be billed at the contracted hourly rates, a breakout of major items of materials needed and number of days to complete the project after receiving the University's Notice to Proceed. The Contractor, in establishing the target date for completion, will take into account the time required to obtain delivery of the required materials and, where appropriate, will advise the University if the availability of materials will delay the start of work on the project beyond the five-day limit called for in the Pricing Schedule. In preparing such estimates, the Contractor may choose to rely on personal inspections, or to contact the Facilities Management Office to obtain access to building blueprints. Upon approval by the University, a Notice to Proceed will incorporate the Contractor's estimate and the terms and conditions of the basic contract. The University reserves the right to furnish to the contractor any or all of the materials for the job and reduce the estimate cost of the Scope of Work accordingly.

2. It is understood that the work to be performed under this contract shall not require the services of an architect, engineer, or consultant, and that the work required can be done as a result of routine field surveys by the contractor, examinations of written information and simple sketches and diagrams briefly describing the University's needs, and building blueprints if necessary. However, if upon completing the site investigation of the work, the contractor determines that the scope of work in response to the University's request requires the services of an architect, engineer or consultant, then the contractor shall notify the University that work requested cannot be accomplished under this contract.

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 pre-existing materials and equipment in the building involved.

V. CONTRACTOR'S PERSONNEL REQUIREMENTS: Each contract technician and/or laborer working on an hourly basis under this proposed contract arrangement shall check in and check out with the appropriate Facilities Management representative when arriving and leaving each applicable Longwood University project site. The allowable time for hourly compensation to the contractor starts when the worker checks in, and ends when the contractor checks out with the designated Facilities Management representative. Accordingly, a daily job/service ticket should be left with Facilities Management representative upon leaving the job site. This document will be fully completed and will include the arrival and departure time of the contract worker.

Longwood University has numerous types of electrical and mechanical components located on top of buildings throughout the area. Therefore, only qualified contract employees will be allowed to modify, disconnect, relocate, or make changes to the components while performing the various roof repairs and replacement requirements.

VI. CONTRACTOR'S RESPONSIBILITY: The contractor shall:

a. Comply with all contract requirements, including those in the purchase order for specific
b. Perform required tasks and produce timely outcomes of the required quality in an efficient and cost effective manner.

c. Furnish through its workforce, or sub-workforce, the appropriated and necessary supervision, labor, tools, equipment, machinery, materials, supplies, and other services contemplated by this Invitation for Bids. The requirements of these proposed contracts shall include the furnishing of all construction equipment and machinery, transportation, insurance, taxes, superintendence, coordination and miscellaneous services required for the construction and completion of the specific work scopes requested by Facilities Management.

d. For audit purposes and upon request by Longwood University, Contractor shall furnish all certified copies of payroll records, including employee names, craft, hours worked and rate paid. (These payroll records must be properly maintained for five (5) years from each contracts completion date and these records must be made available to Longwood University for inspection at any time during the contracts performance period.

VII. PRICING SCHEDULE: The Contractor agrees to provide Roofing services in accordance with the terms and conditions and specifications of this Invitation for Bid at the rates specified herein. This solicitation consists of two parts – labor cost and response time.

LABOR COST:

<table>
<thead>
<tr>
<th>Position</th>
<th>Straight Time</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofer</td>
<td>@ $__________Per Hour</td>
<td></td>
</tr>
<tr>
<td>Roofer Assistant</td>
<td>@ $__________Per Hour</td>
<td></td>
</tr>
<tr>
<td>Laborers</td>
<td>@ $__________Per Hour</td>
<td></td>
</tr>
</tbody>
</table>

Due to the nature of operations of many of the facilities of Longwood University, there will be numerous times work cannot be performed or emergencies will occur at times which are not considered normal business hours (8:00 a.m. to 5:00 p.m.). When work is scheduled in advance by Facilities Management at hours other than normal business hours, no overtime will be permitted, as the contractor is expected to shift his work schedule accordingly.

Materials: The owner may elect to supply materials in some instances. When the contractor is required to provide materials, these will be charged at Supplier's invoiced cost.

List below any other applicable rates or pricing that might apply to this contract. If none, so state.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Response: The Commonwealth desires that all work, when required, be scheduled and started no later than five (5) calendar days from date of notification to proceed with work. Bidder
shall indicate in space provided if different than 5 days.

Response ______________________ days after notification.

**BID EVALUATION PROCEDURE:** Bids shall be evaluated on the basis of the Pricing Schedule found in Section VII. The low bidder(s) shall be determined by the total billing for the following hypothetical scenario.

**THIS IS FOR INFORMATIONAL PURPOSES ONLY**

**THE BIDDER IS NOT TO FILL IN THE BLANKS INDICATED BELOW:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofer (Straight time) 40 hrs.</td>
<td>$____</td>
</tr>
<tr>
<td>Roofer Assistant (Straight time) 40 hours</td>
<td>$____</td>
</tr>
<tr>
<td>Laborers (Straight time) 40 hours</td>
<td>$____</td>
</tr>
<tr>
<td>Roofer (Overtime) 5 hours</td>
<td>$____</td>
</tr>
<tr>
<td>Roofer Assistant (Overtime) 5 hours</td>
<td>$____</td>
</tr>
<tr>
<td>Laborers (Overtime) 5 hours</td>
<td>$____</td>
</tr>
</tbody>
</table>

**TOTAL SCENARIO BILLING** $____

**CONTRACT ADMINISTRATION:** Upon award, Longwood University will designate individual(s) as authorized representatives to administer all work performed in conjunction with this contract. As the Longwood University contract administrator, contract inspector, or designated official is, in the first instance, the interpreters of the conditions of the contract and the judge of its performance, they shall use all powers under the contract to enforce its faithful performance. The Longwood University contract administrator, contract inspector, or designated official shall determine the amount, quality, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, inspector, or designated official, shall have no authority to approve changes in the services which alter the contract terms or price. Any contract modifications made must first be authorized by Longwood University purchasing office and issued as a written amendment to the contract.

**VIII. OPTIONAL PRE-BID CONFERENCE:** An optional pre-bid conference will be held at Bristow Bldg. Facilities Management January 23, 2006 2:00 p.m. The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
IX. 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. DEBARMENT 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, DEBARMEMENT 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/offerees) 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/offeree) 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/offeree) 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/offerees) 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 employers’ 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</td>
</tr>
<tr>
<td>aggregate</td>
<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 Code of Virginia.</td>
</tr>
<tr>
<td>Insurance/Risk Management</td>
<td>$1,000,000 per occurrence, $3,000,000</td>
</tr>
<tr>
<td>aggregate</td>
<td></td>
</tr>
<tr>
<td>Landscape/Architecture</td>
<td>$1,000,000 per occurrence, $1,000,000</td>
</tr>
<tr>
<td>aggregate</td>
<td></td>
</tr>
<tr>
<td>Legal</td>
<td>$1,000,000 per occurrence, $5,000,000</td>
</tr>
<tr>
<td>aggregate</td>
<td></td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$2,000,000 per occurrence, $6,000,000</td>
</tr>
<tr>
<td>aggregate</td>
<td></td>
</tr>
<tr>
<td>Surveying</td>
<td>$1,000,000 per occurrence, $1,000,000</td>
</tr>
<tr>
<td>aggregate</td>
<td></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) 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 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.
X. **SPECIAL TERMS AND CONDITIONS**

**GOODS AND NONPROFESSIONAL SERVICES**

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 the (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. **ASBESTOS**: Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

3. **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.

4. **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.

5. **AWARD OF CONTRACT**:
   
   A. **AWARD TO MULTIPLE BIDDERS**: 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.

6. **BID ACCEPTANCE PERIOD**: Any bid in response to this solicitation shall be valid for (30) days. At the end of the (30) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

7. **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.

8. **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 ________________
9. **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.

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

   From:______________________________  February 7, 2006  2:00 p.m.

   Name of Bidder/Offeror

   Street or Box Number

   City, State, Zip Code

   Name of Contract/Purchase Officer or Buyer

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

   If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

11. **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.

12. **SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

   A. 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 small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

   B. Each prime contractor who wins an award in which provision of a small, women or minority-owned (SWAM) procurement plan is a condition of the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.

13. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 2.2-4318 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.

14. PREBID/PREPROPOSAL CONFERENCE - MANDATORY/OPTIONAL:

A. OPTIONAL PREBID/PREPROPOSAL CONFERENCE: An optional prebid/preproposal conference will be held at 2:00 p.m January 23, 2006 at the Bristow Building Conference Room. The purpose of this conference is to allow potential bidders/offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid/proposal, bidders/offerors who intend to submit a bid/proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Bring a copy of the solicitation with you.

15. PRIME CONTRACTOR 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.

16. RENEWAL OF CONTRACT:

A. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for (three consecutive one year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

17. 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.

18. 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.

19. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The contract will result in (multiple) VA purchase order(s) with the 1% transaction fee capped at $500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

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.
Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.state.va.us.

20. NON-PROFIT SHELTERED WORKSHOPS AND NONPROFIT ORGANIZATIONS:

A. Where it is practicable for any portion of the awarded contract to be subcontracted, the contractor is encouraged to offer such business to nonprofit sheltered workshops and nonprofit organizations serving the handicapped. A list of nonprofit sheltered workshops and nonprofit organizations of Virginia serving the handicapped can be found at www.vadrs.org.

B. Each prime contractor who is awarded a contract where using a nonprofit sheltered workshop or nonprofit organization serving the handicapped is a condition of the award, shall deliver to the agency or institution, on or before request for final payment, evidence and certification of compliance. When a portion of the contract has been subcontracted to these organizations and upon completion of the contract, the contractor agrees to furnish the purchasing office, at a minimum, the following information: name of nonprofit sheltered workshop or nonprofit organization serving the handicapped, telephone number, total dollar amount subcontracted, and type of product/service provided. Final payment under the contract may be withheld until such certification is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

21. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contract or gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

22. Reporting Instructions: The contractor shall provide a monthly report on Small Business/Women Owned Business and Minority Business usage to Mr. James E. Simpson, VCO, CPPB. Forms for reporting are attached.

XI 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.
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>
<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.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
SWAM (Small, Women, and Minority-owned Businesses) Utilization

Company Name: ____________________ Preparer Name___________________ Date:________________

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?
Yes_____ No______
If yes, certification number:_____________ Certification date:______________

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise?  Yes__________ No____________
If yes, certification number:_______________ Certification date:_________________

Is your firm a **Minority-owned Business Enterprise** certified by the Department of Minority Business Enterprise?  Yes_______ No______
If yes, certification number:_______________ Certification date:_______________

**Instructions:** Use the following form to report SWAM usage for the monthly report to Longwood University. This report shall be submitted to Mr. James E. Simpson, VCO, CPPB, Materiel Management Department, Longwood University, Bristow Building, Corner Main & Redford Streets, Farmville, Virginia 23909 at the beginning of each month for the previous month of the contract. A monthly report shall be submitted each month of the contract.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-789-6585 outside Virginia, or online at [www.dmbe.virginia.gov](http://www.dmbe.virginia.gov) (Customer Service).

<table>
<thead>
<tr>
<th>SWAM Business Name and Address</th>
<th>SWAM Status: Small (S), Women (W), Minority (M) &amp; DMBE Certification # and date</th>
<th>Contact Person, Telephone and email</th>
<th>Type of Goods and/or Services</th>
<th>Contract Involvement</th>
<th>Current Contract Dollar Expenditure Amount</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>
</tbody>
</table>

21