ISSUE DATE: 9/22/2011  
INVITATION FOR BID #: IFB-12005MS  
TITLE: PAINT LAKE TAYLOR HIGH SCHOOL

DUE DATE/TIME:  
10/4/2011, @ 1:00:00 PM  
BUYER: MIKE SINNOTT, 757-628-3975  
email: msinnott@nps.k12.va.us

OPTIONAL PRE-BID CONFERENCE AT 2:15 PM ON 9/27/2011  
(SEE PARAGRAPH 20 SPECIAL TERMS & CONDITIONS)

Sealed bids subject to terms and conditions of this invitation will be received by Norfolk Public Schools Purchasing Agent at 800 E. City Hall Avenue, Room 1205, Norfolk, Virginia 23510-2723 on the due date and time specified, and then publicly opened and read. Additional bid submission instructions can be found in the Special Terms and Conditions section in this document and in the NPS Vendors Manual.

Note: Norfolk Public Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:  
Telephone Number: ()  
Facsimile Number: ()  
Email:

VA State Corporation Commission (SCC) No.:  
Virginia’s Contractor’s License:  
Contractor Class:  
D-U-N-S Number: ____________________

In compliance with this Invitation for Bids and to all the conditions imposed therein, the undersigned offers and agrees to furnish the Goods/Services at the price(s) indicated in the section F. Pricing Schedule.

Amendments Acknowledged

Printed Name and Title of Authorized Signatory

Signature (blue or black ink) Date
A. SCOPE OF WORK/SPECIFICATIONS .................................................................3
B. GENERAL TERMS & CONDITIONS .................................................................7
C. SPECIAL TERMS & CONDITIONS.................................................................14
D. METHOD OF PAYMENT ..............................................................................32
E. PRICING SCHEDULE..................................................................................33
F. ATTACHMENTS ..........................................................................................33
A. SCOPE OF WORK/SPECIFICATIONS

Furnish materials, labor, supervision, equipment, and tools, to prepare surfaces and paint the exterior and interior of Lake Taylor High School, 1384 Kempsville Road, Norfolk, VA 23502.

1. GENERAL

   a. The contractor shall be familiar with all job conditions and measurements to their satisfaction prior to bidding. All measurements are the sole responsibility of the contractor.

   b. Scheduling requirements:
      1) The contractor shall coordinate the hours of work in accordance with Norfolk Public Schools' schedule. The performance of work shall not disturb the educational process to include summer school hours. A Norfolk Public Schools representative will develop the schedule after the award of contract.
      2) Outside work will be worked during the day weather permitting. Inside work will need to be worked at night from 4:00 p.m. to 12:00 a.m. The Contractor will need to schedule work with school staff.
   c. Contractor will need to move furniture and other movable items. Classrooms, office and other areas are to be set up for the next school day.
   d. The daily construction report (see Attachment 2) shall be submitted on a daily basis, and must be turned in to the specified Norfolk Public Schools project inspector and must be printed legibly.
   e. Upon completion of the work, deliver work, existing work (walls, ceilings, partitions, floors, mechanical and electrical work, lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work.

2. INTERIOR PAINTING

   a. Norfolk Public Schools Facilities Management department will furnish all paint.
   b. The contractor will provide all other supplies and materials necessary to ensure the successful completion of this job.
   c. Preparations for interior painting that must be completed before primer or finish coats can be applied are as follows:
      1) All painted or finished surfaces that are damaged by stripper will be sanded smooth or stripped to the bare surface, if necessary.
      2) All loose paint will be removed with a scraper.
      3) All glossy areas must be dulled with sandpaper or steel wool.
      4) All surfaces to be painted must be dry, free of dirt, mildew, loose paint, excessive caulk, oil, grease or other foreign matter.
      5) All staples, tape, thumbtacks and nails must be removed. All holes will be filled and cracks caulked.
      6) All bare wood, galvanized metal, and concrete not previously painted with primer must be sealed. Prime water stains and areas in need of primer when necessary.
7) All damaged surfaces are to be reported to the Norfolk Public Schools paint shop supervisor for repair prior to painting.
8) All stationary objects that are not to be painted will be protected.
9) Cover or remove any and all items such as floors, lights, windows, natural woodwork, speakers, smoke alarms, ceramic tile, heating and air vents, chalkboards, mirrors, exit signs, smoke detectors, security system apparatus, street names, shades, wires, switch plates, outlets, TVs, movie screens, counter tops, thermostats, heaters, sinks, clock, canopy, coats hooks, cork strips, plastic display boards, aluminum frame boards, and mural in cafeteria and kitchen.

d. Contractor will refinish new doors and existing doors that have been refitted to match existing woodwork.

e. Contractor will be responsible for cleanup of job-site, removal and disposal of all trash. Contractor will be responsible for replacing all items removed from area prior to painting.

f. All areas painted with oil base. Paint will be primed with oil primer and two (2) coats of finish. (Interior and Exterior)

3. SPECIFICATIONS FOR INDIVIDUAL AREAS

a. 1st, 2nd, 3rd, and 4th floor Halls, Upstairs and Downstairs: Apply two (2) coats of finish and primer if needed to sidewalls, previously painted doors, door frames, bulletin boards, electrical panels, ceilings, fire extinguisher boxes, interior and exterior of lockers, red panels, water fountains, and all trim. Do not paint drop ceilings unless previously painted.

b. 1st, 2nd, 3rd, and 4th floor Classrooms, Upstairs and Downstairs: Apply two (2) coats of finish and primer if needed to sidewalls, doors and door frames, poles, darkrooms, all rooms in classrooms, previously painted dividing wall, chalkboards, bulletin boards, ceilings, closets, restrooms, interior and exterior of cabinets, baseboards, all trim and all other painted surfaces; caulk around all windows. Special attention is to be given to lower half of walls in classrooms and other rooms in the building; peeling paint should be scraped off and primed with oil base primer. Do not paint drop ceiling unless they were previously painted.

c. Cafeteria: Apply two (2) coats of finish and primer if needed to sidewalls, doors, doorframes, closets, and staff dining room.

d. Auditorium: Apply two (2) coats of finish and primer if needed to ceilings, sidewalls, doors, doorframes, handrails, baseboards, front of stage area, exits, stage area bulletin boards, storage areas, and all other painted surfaces.

e. Kitchen: Apply two (2) coats of finish and primer if needed to ceiling, door frames, doors, sidewalls, wash rooms, office, storage rooms, locker rooms, heaters, electrical panels, serving line area, all trim and all other painted surfaces.

f. Stairwells: Apply two (2) coats of finish and primer if needed to previously painted surfaces, sidewalls, doors, doorframes, baseboards, ceilings, handrails, steps, heaters, and all trim.

g. Boys' and Girls' Restrooms: Apply two (2) coats of finish and primer where needed to ceilings, sidewalls, heaters, doors, doorframes, all other painted surfaces.

h. Offices: Apply two (2) coats of finish and primer if needed to sidewalls, doorframes, mailboxes, baseboards, bulletin boards, duplicating room, data processing room, restrooms, closets,
I. Guidance: Paneling in guidance area will be primed and two (2) coats of finish apply to walls and trim.

j. Big and Small Gym: Apply two (2) coats of finish and primer if needed to sidewalls, ductwork, dividing wall, baseboards, basketball backboards, black stanchions, doors, doorframes, numbers, railings, exit ways, electrical panels, heaters, storage rooms, waiting room, mat-rakes, training rooms, pull-up bars, and ceiling in small gym.

k. Media Center: Apply two (2) coats of finish and primer if needed to sidewalls, doorframes, baseboards, columns, library office, audiovisual room, magazine room, both conference rooms, electrical panels, all other rooms, and all trim.

l. Student activity rooms, security office, mechanical rooms, school store, NJROTC office, dean's office, fire extinguisher boxes, instructor's rooms, and all other previously painted surfaces: Apply two (2) coats of finish and primer, if needed.

m. Boys' and Girls' Locker Rooms: Apply two (2) coats of finish and primer where needed to ceilings in showers, side walls, doors, doorframes, closets, interior and exterior of lockers, baseboards, instructor's offices, halls, outside locker rooms, restrooms, women and men's P.E. offices, equipment rooms, all other rooms and all previously painted surfaces. Do not paint new lockers.

n. Lockers: Apply two (2) coats of paint and primer where needed. Paint lockers on first, second, third and fourth floors and boys' and girls' locker rooms. Lockers are to be painted inside and out. Lockers are to be cleaned, sanded, and all stickers, tape, and gum removed. All numbers and hardware will not be painted.

4. EXTERIOR PAINTING

a. Norfolk Public Schools Facilities Management department will furnish all paint.

b. The contractor will provide all other supplies and materials necessary to ensure the successful completion of this job.

c. Contractor will be responsible for clean up of job site, removal and disposal of all debris.

d. Paint both mobile units, inside and out - walls, doors, door frames, all trim and painted surfaces.

e. Preparations for exterior painting that must be completed before primer or finish coats can be applied are as follows:

1) Remove old paint by scraping, or with electric sander.
2) Remove all loose paint with scraper or chemical stripper down to the bare surface, if necessary.
3) All glossy areas must be dulled with sandpaper or steel wool.
4) If mildew is present, it must be removed.
5) All surfaces to be painted must be free of dirt, mildew, loose paint, excessive caulk, oil, grease, or other foreign matter.
6) Remove loose or cracked caulking and glazing from sills and doors. Replace with a quality product: Chem-Caulk™ No. 100 or equal.
7) Seal all bare surfaces with an appropriate primer; this is not less than a two coats job.
8) All damaged wood and metal surfaces are to be reported to the Norfolk Public Schools paint shop supervisor for repair before painting. Any damaged surface that is painted unrepaired without notification to the Norfolk Public Schools paint shop supervisor will be repainted by the contractor after repair by Norfolk Public Schools at no additional charge.

9) All wood and metal rock screens will be scraped, primed and painted on both sides, and replaced by contractor; if repairs are needed prior to painting and replacing, report to the Norfolk Public Schools paint shop supervisor.

f. Contractor will apply two (2) coats of finish and primer where needed to the following areas: All overhang doors, doorframes, handrails, conduit pipes, electrical boxes, window headers, I-beams, metal roof vents, metal roof flashing, yellow poles, gutters, downspouts, and roll up doors. Wash canapé in front of building. Paint overhangs, outside storage rooms, cages over speakers, generator, outside washrooms, frame around chiller and driver’s education tower. **Contractor will need to supply their own water to wash canopy and rock panels.**

g. Prior to applying the finish coats, special attention is to be given to windows and trim areas, as well as all joints. **SPECIAL ATTENTION-WARNING:** By order of the Norfolk Fire Department, the contractor is prohibited from use of hot air stripper, gas, butane, or any flame burning device to strip paint from exterior of school.

h. Moisture on wooden and metal surfaces wet from rain or dew must be dry before paint is applied.
B. GENERAL TERMS & CONDITIONS

1. 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 web site (www.eva.state.va.us) for a minimum of 10 days.

2. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to Norfolk Public Schools 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 recipient’s 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 Norfolk Public Schools. (Code of Virginia, § 2.2-4343.1E).

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.

3. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Norfolk Public Schools 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 Norfolk Public Schools under said contract.

4. 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. Norfolk Public Schools 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). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

5. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of Norfolk Public Schools.

6. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

7. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Norfolk Public Schools shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

8. BID PRICE CURRENCY

Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

9. 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. Norfolk Public Schools 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 Norfolk Public Schools 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 Norfolk Public School’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 Norfolk Public Schools with all vouchers and records of expenses incurred and savings realized. Norfolk Public Schools 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 Norfolk Public Schools within thirty (30) days from the date of receipt of the written order from Norfolk Public Schools. 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 Norfolk Public Schools 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 Norfolk Public Schools or with the performance of the contract generally.

10. 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.

11. DEBARMENT STATUS

By submitting their (bids/proposals), applicant firms certify that they are not currently debarred or otherwise declared ineligible by any public agency from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation. In addition, (bidders/offerors) further certify that no principal, officer, or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from (bidding/offering) on contracts for the type of goods and/or services covered by this solicitation.

By submitting their (bids/proposals), applicant firms certify they have never been debarred or otherwise declared ineligible by any public agency from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation. In addition, (bidders/offerors) further certify that no principal, officer, or director of the applicant firm has ever been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from (bidding/offering) on contracts for the type of goods and/or services covered by this solicitation.

12. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, Norfolk Public Schools, 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 Norfolk Public Schools may have.

13. 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, 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.

14. 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.

15. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

16. 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 coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify Norfolk Public Schools of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer’s Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Norfolk Public Schools must be named as an additional insured and so endorsed on the policy and stated on the Certificate of Insurance.

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

Failure to maintain these coverages or to continue to include Norfolk Public Schools as an additional insured may constitute a breach of contract which may result in the suspension or termination of the contract.

All Certificates of Insurance shall provide for thirty (30) days’ written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
17. MANDATORY USE OF NORFOLK PUBLIC SCHOOLS FORM AND TERMS AND CONDITIONS

Failure to submit a bid on the official Norfolk Public Schools 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, NPS 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, NPS 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.

18. 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 or offeror employs ex-offenders unless Norfolk Public Schools 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, Norfolk Public Schools 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.

19. 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 NPS contract number and/or purchase order number.

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.

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, NPS 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 NPS of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

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 NPS 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 NPS, 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 NPS.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to 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. 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 penalties may be assessed in lieu of withholding such payment.

4. NPS reserves the right to purchase goods and services using the NPS Purchasing Card.

20. 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 NORFOLK PUBLIC SCHOOLS 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.

21. QUALIFICATIONS OF BIDDERS OR OFFERORS

Norfolk Public Schools 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 Norfolk Public Schools all such information and data for this purpose as may be requested. Norfolk Public Schools reserves the right to inspect (bidder’s/offeror’s) physical facilities prior to award to satisfy questions regarding the (bidder’s/offeror’s) capabilities. Norfolk Public Schools further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such
(bidder/offeror) fails to satisfy Norfolk Public Schools 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.

22. TAXES

Sales to Norfolk Public Schools 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. Excise tax exemption registration number is 54-73-0076K.

23. TESTING AND INSPECTION

Norfolk Public Schools reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

24. 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 equivalent 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 Norfolk Public Schools 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 equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

25. VENDORS MANUAL

This solicitation is subject to the provisions of the Norfolk Public Schools 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.nps.k12.va.us/purchases/index.htm under “Vendor Manual.”
C. SPECIAL TERMS & CONDITIONS

1. ACCESS TO WORK

The owner, the owner’s inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access to the work at all times. The contractor shall provide proper facilities for access and inspection.

2. AWARD

An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will be considered in making awards. The Norfolk Public Schools reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

3. 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.

4. CANCELLATION OF CONTRACT

Norfolk Public Schools 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. 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.

5. CONTRACT DOCUMENTS

(a) The contract entered into by the parties shall consist of the Invitation for Bids, the bid submitted by the contractor; General Terms and Conditions, these Additional Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
(b) All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.

(c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

6. CONTRACTOR REGISTRATION

If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars ($70,000) or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is five hundred thousand dollars ($500,000) or more, the bidder/offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a “CLASS A CONTRACTOR.” If such a contract is for seventy-five hundred dollars ($7,500) or more but less than seventy thousand dollars ($70,000), (one thousand dollars [$1,000] for electrical, plumbing and HVAC work) the bidder is required to be licensed as a “CLASS B CONTRACTOR.” If such a contract is for one-thousand dollars ($1,000) or more but less than seventy-five hundred dollars ($7,500) and is not for electrical, plumbing and HVAC work, the bidder is required to be licensed as a “CLASS C CONTRACTOR.” The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. ______________

Specialty ______________

Licensed Class B Virginia Contractor No. ______________

Specialty ______________

Licensed Class C Virginia Contractor No. ______________

Specialty ______________

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to Norfolk Public Schools in writing when requested to do so before or after the opening of bids/proposals, he shall
be deemed to be in violation of § 54.1 1115 of the Code of Virginia (1950), as amended, and his bid/proposal will not be considered.

If a bidder/offeree shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

7. CONTRACTOR’S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

If the work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the contractor or of anyone employed by him, or if the owner should fail to pay to the contractor within thirty (30) days when no dispute exists as to the sum, then the contractor may, upon ten (10) calendar days written notice to the owner, stop work or terminate the contract and recover from the owner payment for the cost of the work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the contractor can demonstrate that he would have had profit on the entire contract if he had completed the work. The contractor may not receive profit or any other type of compensation for parts of the work not performed. The contractor may recover the cost of physically closing down the job site, but no other costs of termination. The owner may offset any claims it may have against the contractor against the amounts due to the contractor. In no event shall termination of the contract by the contractor terminate the obligations of the contractor’s surety on its payment and performance bonds.

8. CONTRACTOR’S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.

9. CONTRACTOR’S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
10. DEFINITIONS

Whenever used in this solicitation or in the contract documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

(a) **Agency**: The term, agency, unless otherwise indicated, shall mean the owner.

(b) **Construction**: As used in these documents shall include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities owned or to be acquired by the Commonwealth and any draining, dredging, excavation, grading, or similar work upon real property.

(c) **Contractor**: The person, firm or corporation with whom the owner has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the contractor.

(d) **Defective**: An adjective which when modifying the word work, refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the contract documents, or does not meet the requirements of any inspections, standard, test, or approval referred to in the contract documents, or has been damaged prior to final payment.

(e) **Emergency**: Any unforeseen combination of circumstances or a resulting state that poses imminent danger to health, life, or property.

(f) **Final Acceptance**: Norfolk Public School’s acceptance of the project from the contractor upon confirmation from the project inspector and the contractor that the project is totally complete in accordance with the contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the contract amount including any change orders or adjustment thereto.

(g) **Norfolk Public Schools**: The term “Norfolk Public Schools” shall mean the owner which is the School Board of the City of Norfolk dba Norfolk Public Schools. Norfolk Public Schools’ agent is the official with the authority to sign the contract on behalf of the Commonwealth.
(h) Notice: All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox.

(i) Notice to Proceed: A written notice given by the owner to the contractor fixing the date on which the contract time will commence for the contractor to begin the prosecution of the work in accordance with the requirements of the contract documents.

(j) Owner: School Board of the City of Norfolk Virginia, doing business as Norfolk Public Schools, with whom the contractor has entered into a contract and for whom the work or services is to be provided.

(k) Project Inspector: One or more individuals employed by the owner to inspect the work and/or to act as clerk of the works to the extent required by the owner. The owner shall notify the contractor in writing of the appointment of such project inspector(s).

(l) Provide: Shall mean furnish and install ready for its intended use.

(m) Submittal: All drawings, diagrams, illustrations, schedules, and other data required by the contract documents which are specifically prepared by or for the contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier and submitted by the contractor to illustrate material or equipment for some portion of the work.

(n) Subcontractor: An individual, partnership or corporation having a direct contract with contractor or with any other subcontractor for the performance of the work. It includes one who provides on site labor but does not include one who only furnishes or supplies materials for the project.
(o) Substantial Completion: The work which is sufficiently complete, in accordance with the contract documents, so that the project can be utilized by the owner for the purposes for which it is intended.

(p) Supplier: A manufacturer, fabricator, distributor, materialman, or vendor who provides material for the project but does not provide on site labor.

(q) Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, sewage and drainage removal, traffic, or other control systems or water.

(r) Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the contract documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the contract documents.

11. DELIVERY

State your earliest firm delivery or performance date: 20__. This date may be a factor in making the award.

12. ERRORS IN BIDS

Errors in bids will be handled in accordance with the NPS Vendors Manual.

13. GUARANTEE OF WORK

a. Except as otherwise specified, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the owner in writing. Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the owner.
b. If, within the guarantee period, defects are noticed by the owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the contractor shall, promptly upon receipt of notice from the owner, such notice being given not more than two weeks after the guarantee period expires, and without expense to the owner:

(1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;

(2) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and

(3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.

c. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.

d. If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the owner may have the defects corrected and the contractor and his surety shall be liable for all expense incurred.

e. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.

f. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the contractor might have under the contract documents, including liability
for defective work under Section 17 of these additional terms and conditions. This paragraph relates only to the specific obligation of the contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the contract documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the contractor’s liability with respect to his other obligations under this contract.

g. In the event the work of the contractor is to be modified by another contractor, either before or after the final inspection, the first contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first contractor and the contractor making the modifications shall each be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which he is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the contractor whose work he is modifying.

14. 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:

<table>
<thead>
<tr>
<th>Name of Bidder/Offeror</th>
<th>Due Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
<td>___________</td>
<td>_______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street or Box Number</th>
<th>IFB No./RFP No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
<td>________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City, State, Zip Code</th>
<th>IFB/RFP Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____________________</td>
<td>_______________</td>
</tr>
</tbody>
</table>

Name of Contract/Purchase Officer or Buyer __________________________

Page 21 of 37
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.

15. INDEMNIFICATION

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

16. INSPECTION

a. All material and workmanship shall be subject to inspection, examination, and test by the owner and its project inspector at any and all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.

b. Job-site inspections, tests conducted on site or tests of materials gathered on site, which the contract requires to be performed by independent testing entities, shall be contracted and paid for by the owner. Examples of such tests are the testing of cast in place concrete, foundation materials, soil compaction, pile installations, caisson bearings, and steel framing connections. Although conducted by independent testing entities, the owner will not contract and pay for tests or certifications of materials, manufactured
products, or assemblies which the contract, codes, standards, etc. require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual, or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the contractor. The contractor shall also pay for all inspections, tests, and certifications which the contract specifically requires him to perform or pay, together with any inspections and tests which he chooses to perform for his own quality control purposes. The contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary and convenient for making such tests. Except as provided in (c) below, whenever such examination and testing finds defective materials, equipment, or workmanship, the contractor shall reimburse the owner for the cost of re-examination and retesting.

c. Should it be considered necessary or advisable by the owner at any time before final acceptance of the entire work to make an examination of any part of the work already completed, by removing or tearing out portions of the work, the contractor shall on request promptly furnish all necessary facilities, labor and material to expose the work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the contractor or his subcontractors, he shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of the contractor’s labor and material necessarily involved in uncovering the work, the cost of examination and testing, and contractor’s cost of material and labor necessary for replacement shall be paid to the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time.

d. The project inspector will recommend to the owner that the work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the owner. The cost of any such work stoppage shall be borne by the contractor unless it is later determined that no fault existed in the contractor’s work.

e. The project inspector has no authority to and shall not:

(1) Authorize deviations from the contract documents;
(2) Enter into the area of responsibility of the contractor’s superintendent;
(3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the work;
(4) Authorize or suggest that the owner occupy the project, in whole or in part;

(5) Issue a certificate for payment.

17. 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 Norfolk Public Schools.

18. LAWS AND REGULATIONS

(a) The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.

(b) This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the “right to work.” The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.

(c) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.

(d) Building Permit: Because this is a project of the Commonwealth of Virginia, codes or zoning ordinances of local political subdivisions do not apply. Building permits where required will be obtained and paid for by the owner. This does not include any local license fees, business fees or similar assessments which may be imposed by the appropriate political subdivision.

(e) The contractor, if not licensed as an asbestos abatement contractor or a RFS contractor in accordance with § 54.1-514, Code of Virginia, shall have all asbestos related work performed by subcontractors who are duly licensed as asbestos contractors or RFS contractors as appropriate for the work required.
19. NEGOTIATION WITH THE LOWEST BIDDER

Unless all bids are cancelled or rejected, the Norfolk Public Schools 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 Norfolk Public Schools 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 Norfolk Public Schools shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the Norfolk Public Schools wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Norfolk Public Schools and the lowest responsive, responsible bidder.

20. OPTIONAL PREBID/PREPROPOSAL CONFERENCE

An optional prebid conference will be held at 2:15 PM at Lake Taylor High School, 1384 Kempsville Road, Norfolk, VA 23502. 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.

Potential bidders who do not attend the pre-bid conference and site visit should contact Robert Neal (757-377-2204) no later than September 29, 2011 to arrange to inspect the job sites. Claims, as a result of the bidder’s failure to attend the pre-bid conference or schedule a site visit with Mr. Neal, will not be considered.

21. OWNER’S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE

a. If the contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the owner may terminate the contract. If the contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the owner, or otherwise be guilty of a substantial violation of any provision of the contract, then the owner may terminate the contract.
b. Prior to termination of the contract, the owner shall give the contractor and his surety ten (10) calendar days written notice, during which the contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the owner within said ten (10) days, the owner may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the owner may postpone the effective date of the termination notice, at his sole discretion, if he should receive reassurances from the contractor and/or its surety that the causes of termination will be remedied in a time and manner which the owner finds acceptable. If at any time more than ten (10) days after the notice of termination, the owner determines that contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the owner may immediately terminate the contract for cause by giving written notice to the contractor and its surety. In no event shall termination for cause terminate the obligations of the contractor’s surety on its payment and performance bonds.

c. Notice of terminations, whether initial or given after a period of postponement, may be served upon the contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/ supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

d. Upon termination of the contract, the owner shall take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the contractor shall pay the difference to the owner, together with any other expenses of terminating the contract and having it completed by others.

e. If it should be judicially determined that the owner improperly terminated this contract for cause, then the termination shall be deemed to be a termination for the convenience of the owner.

f. Termination of the contract under this section is without prejudice to any other right or remedy of the owner.
22. PREPARATION AND SUBMISSION OF BIDS

Bids must give the full business address of the bidder and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word “President,” “Secretary,” “Agent” or other designation without disclosing the principal, may be held to be the bid of the individual signing. When requested by Norfolk Public Schools, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

23. PROMPT PAYMENT DISCOUNTS

PROMPT PAYMENT DISCOUNTS: NPS will pay within thirty (30) days after acceptance. A prompt payment discount offered for prompt payment of ten (10) calendar days or longer will be calculated in determining net low bid.

24. PROTECTION OF PERSONS AND PROPERTY

a. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor’s operation in connection with the work.

b. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.

d. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner’s property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract.
documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.

e. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any emergency work shall be determined as provided by paragraph O, of the General Terms and Conditions.

25. RECEIPT AND OPENING OF BIDS

(a) It is the responsibility of the bidder to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered.

(b) Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The officer or agent of the owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.

(c) The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.

26. REFERENCES

Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.
27. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

28. 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.

29. TAXES

The contractor shall, without additional expense to the owner, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees, and assessments on the real property comprising the site of the project. If the State Building Official elects to have the local building official inspect the work as provided by § 36 98.1 of the Code of Virginia, the owner will pay the resulting fees to the local building official.
30. TERMINATION BY OWNER FOR CONVENIENCE

a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor’s interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner’s satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

(1) All amounts then otherwise due under the terms of this contract,

(2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,

(3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.

b. In no event shall termination for the convenience of the owner terminate the obligations of the contractor’s surety on its payment and performance bonds.

31. 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 reasonably 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.
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.

32. WARRANTY OF MATERIALS AND WORKMANSHIP

a. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.

b. Work not conforming to these warranties shall be considered defective.

c. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor’s other guarantees or obligations in this contract.

33. WITHDRAWAL OR MODIFICATION OF BIDS

Bids may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may be made on the bid form itself, on the envelope in which the bid is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

34. WORK SITE DAMAGES

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Norfolk Public Schools’ satisfaction at the contractor’s expense.

D. METHOD OF PAYMENT

The Contractor shall be paid according to its invoices submitted for work competed. If the project takes more than 45 days to complete, monthly progress payments will be permitted subject to Five Percent (5 %) Retainage.
1. The contractor shall invoice Norfolk Public Schools within 30 days after completion of the work or, if progress payments are permitted, at the end of each month, and the acceptance of the work by Norfolk Public Schools. Invoices for work not accepted by Norfolk Public schools shall not be paid until the work is accepted.

2. Original invoices shall be submitted for payment to:

   Facilities Management Accounts Payable
   Norfolk Public Schools
   966 Bellmore Avenue
   Norfolk, VA 23504-4103
   (757) 628-3385

   Submission of invoices by facsimile is not permitted.

E. PRICING SCHEDULE

In compliance with the Invitation and Instructions to bidders, the General and Supplementary Conditions of the Contract, the contract specifications titled Paint the Exterior and Interior of Lake Taylor High School, including mobile classrooms/units, for work as described below and all addenda issued to date all of which are part of this bid, the undersigned hereby proposes to furnish all items but not limited to materials, labor, and equipment called for by, and in strict accordance with said Contract Documents, for the sum of:

   TOTAL BID PRICE                    $__________________________

   (*CASH DISCOUNT FOR PROMPT PAYMENT ______% _____ DAYS)

   (*See Award, Paragraph C.2.)

Account Executive designated by the Bidder to receive all Notices:

Name: ________________________________  Title: ________________________________

____________________________________  email: ________________________________

____________________________________  Street Address

____________________________________  Telephone/fax: ____________________________

____________________________________  City, State + Zip code

Cell Phone: ____________________________
F. ATTACHMENTS

1. Anti-Collusion Certification Form
2. Daily Construction Report
3. Bid Envelope Template
Norfolk Public Schools IFB - ANTICOLLUSION STATEMENT:

In the preparation and submission of this bid on behalf of ______________________________(name of vendor), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1.69.9. The undersigned vendor hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

"...or otherwise take any action in the restraint of free competition in violation of the Sherman Antitrust Act, 15 USCS Sections 1 et seq.; the Virginia Antitrust Act, Virginia Code Sections 59.1-9.1 through 59.1-9.19; or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1-69.9."

BY: ____________________________________________________(SIGNATURE)

____________________________________________________COMPANY

____________________________________________________

____________________________________________________BUSINESS ADDRESS

____________________________________________________DATE
# Daily Construction Report

## Norfolk Public Schools

### Contractor Name: [Name]

<table>
<thead>
<tr>
<th>Weather</th>
<th>7 a.m.</th>
<th>1 p.m.</th>
<th>8 p.m.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contractor Name</strong></td>
<td><strong>Manpower</strong></td>
<td><strong>Totals</strong></td>
<td><strong>Brief Description of Day’s Work</strong></td>
<td><strong>To Date</strong></td>
</tr>
<tr>
<td><strong>Trade</strong></td>
<td><strong>F</strong></td>
<td><strong>J</strong></td>
<td><strong>A</strong></td>
<td><strong>Today</strong></td>
</tr>
</tbody>
</table>

---

**Submit Daily Construction Report to:**

Norfolk Public Schools Project Inspector;

Or fax to Senior Director of Facilities Management (757) 628-3392

---

Page 36 of 37
**IDENTIFICATION OF BID ENVELOPE:** The signed bid should be returned in a separate envelope or package, sealed and identified as follows:

<table>
<thead>
<tr>
<th>BIDDER’S NAME</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BID #: 12005MS**

**BID NAME:** PAINT LAKE TAYLOR HIGH SCHOOL

**OPENING DATE AND TIME:** October 4, 2011, 1:00 PM

**SENIOR DIRECTOR OF PURCHASES AND SUPPLY**

NORFOLK PUBLIC SCHOOLS ADMINISTRATION BUILDING

800 EAST CITY HALL AVENUE, ROOM 1205

NORFOLK, VIRGINIA 23510-2723