INVITATION FOR BID

Manassas City Public Schools
Office of Purchasing and Contracting
8700 Centreville Rd., Suite 400
Manassas, VA 20108

<table>
<thead>
<tr>
<th>IFB Title:</th>
<th>Round Elementary HVAC/BAS Replacement</th>
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<tbody>
<tr>
<td>IFB Number:</td>
<td>20-028-IFB</td>
</tr>
<tr>
<td>Bid Due Date:</td>
<td>February 26, 2020 at 2:00 pm EST; by our clock</td>
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<tr>
<td>Issue Date:</td>
<td>February 3, 2020</td>
</tr>
<tr>
<td>Issuing Department:</td>
<td>Office of Purchasing and Contracting</td>
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<tr>
<td>Department:</td>
<td>Facilities and Maintenance</td>
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<tr>
<td>Purchasing Contact:</td>
<td>Guinevere Bruner, CPPB; <a href="mailto:gbruner@mcpsva.org">gbruner@mcpsva.org</a></td>
</tr>
</tbody>
</table>

Any Offeror submitting Proposals through the United States Postal Services **MUST** use the following address and allow for a minimum of five (5) business days for delivery:
- Manassas City Public Schools
- Office of Purchasing and Contracting
- P.O. Box 520
- Manassas, VA 20110

Manassas City Public Schools (“MCPS” or “Owner”) is issuing this Invitation for Bid (IFB) #20-028-IFB issued on February 10, 2020 for the establishment of a Contract for the provision of Round Elementary HVAC/BAS Replacement (“Work”). Sealed Bids shall be received and time stamped, or signed in by the MCPS Central Office Associate no later than 2:00 PM on February 26, 2020, (“Bid Closing”) and will be publicly opened promptly following the expiration of the Bid Closing (“Bid Opening”). Bidders are responsible for ensuring the Central Office Associate receives its proposal submission prior to Bid Closing. The time a Bid is received shall be determined by the time stamp on the Bid receipt by the time clock in the MCPS Central Office Visitor Center. Delivery to, or receipt by, any office other than the MCPS Central Office shall not be deemed receipt by the Office of Purchasing and Contracting until accurately received in and time stamped. Manassas City Public Schools is not responsible for late delivery by courier/mail service. Bids received after the Bid Closing shall not be considered. If MCPS is closed for any reason on the Bid Due Date, the Bid Due Date shall automatically be the same time as originally stated on the next business day MCPS is open.

MCPS reserves the right to accept or reject any and all Bids in whole or in part and waive any informalities. Further, MCPS reserves the right to enter into any Contract deemed to be in the best interest of MCPS. The entire contents of the Invitation for Bid, Instructions to Bidders, any Addenda issued prior to the Bid Closing, and the Bid Form shall be incorporated by reference into any resulting Contract.

**MCPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS IN ACCORDANCE WITH CODE OF VIRGINIA §2.2-4343.1 OR AGAINST AN OFFEROR 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.**
**PURPOSE:**
The purpose of this solicitation is to establish a Contract for the provision of Round Elementary HVAC/BAS Replacement and will be used as the source for the items listed herein during the term of any Contract awarded from this solicitation. Further detail regarding the Scope of Work ("Work") and the Specifications applicable to the Work are set forth in the Contract Documents. MCPS reserves the right to make multiple awards, if following the Bid evaluations, MCPS determines at its sole discretion that it would be in the best interest of MCPS to do so. In the event multiple awards are made, no minimum percentage of the Work is guaranteed to any Contractor.

Labor rates and any materials costs specified in the Bid Form shall include all direct and indirect overhead costs, benefits, insurance, transportation, materials, equipment and other general and administrative cost or markup of any type.

**BID DOCUMENTS:**
The Bid Documents for this solicitation consist of this Invitation for Bid, the Instructions to Bidders, all Addenda issued prior to the Bid Closing, and the Bid Form. The Contract Documents are as defined in the form Contract between Manassas City Public Schools and the Contractor included with this solicitation. All provisions of the Bid Documents and the Contract Documents shall apply to this solicitation and submission of a Bid shall be the Bidder’s confirmation of the acceptance thereof and agreement to comply therewith.

**PRE-BID CONFERENCE:**
A mandatory pre-Bid Conference ("Conference") will be held for this IFB on February 11, 2020 at 9:00 am. The Conference will take place at Round Elementary School, 10100 Hastings Drive, Manassas, VA 200110, to discuss the Work and answer general questions. Bidders must be in attendance at this Conference and all Sites throughout the Conference. No Bid will be accepted from any Bidder who or which did not attend the Conference. Arrival more than ten (10) minutes after the scheduled beginning of the Conference shall be deemed failure to attend.

Minutes of the Conference, including but not limited to, questions and answers presented at the Conference will be held and issued in writing by the Office of Purchasing and Contracting and distributed in the same manner as an Addenda, as set forth below.

Bidders should take into consideration the potential traffic and weather issues in the Northern Virginia area. Bidders may bring subcontractors, cameras and small measurement tools. **No photography of students is permitted, even in the background of the photos.** All Bidders must sign-in, show photo ID and be entered into the RAPTOR system before being permitted on site for the Conference. This is the only opportunity to visit the Work site. Bidders are not allowed on MCPS property without prior authorization from the Purchasing Agent.

**QUESTIONS:**
All questions related to this Invitation for Bid, other than those presented at the Conference, shall be submitted in writing to, Guinevere Bruner, Purchasing Agent, gbruner@mcpsva.org. To be assured consideration, questions must be received prior to 5:00 PM on February 13, 2020 and all questions MUST be addressed in the subject line to read: 20-028-IFB – Questions. Failure to label questions as stated may result in the questions not being answered. The Office of Purchasing and Contracting will issue written responses to questions received as an Addenda, as set forth below.

**NO CONTACT POLICY:**
Upon issuance of this IFB, any contact initiated by any Bidder with any MCPS representative (Superintendent, Staff, School Board Member, Students, etc.) other than the Purchasing Agent, concerning this Bid is prohibited. Any such unauthorized contact may result in disqualification of the Bidder and/or Bid.
PERIOD OF CONTRACT AND RENEWALS:
Time is of the essence. The period of this contract shall commence on the date the Purchasing Agent or Superintendent fully executes the Contract and shall terminate on September 30, 2020.

MCPS, at its sole discretion, may, but is not required to, extend any existing Contract term for a period of not more than six (6) months to allow for completion of Work in progress at the time of scheduled expiration of the term. If the term is not extended, all Work shall terminate at the expiration of the Contract term in which it began.

CONTRACTOR CRIMINAL CONVICTION CERTIFICATION:
Refer to Instructions to Bidders and the Bid Form for required Certifications regarding criminal convictions.

REJECTION OF BIDS:
MCPS reserves the right to cancel this solicitation, to reject any and all Bids, and to waive any informalities in Bids.

NON-DISCRIMINATION REQUIREMENTS:
MCPS does not discriminate against a Bidder because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran or any other basis prohibited by State or Federal law relating to discrimination in employment.

MCPS does not discriminate against faith-based organizations in the solicitation or award of Contracts.

MCPS encourages the inclusion in the procurement process of small business, women-owned businesses, minorities and service disabled veteran businesses and employment services organizations, all as provided by Virginia Code §2.2-4310.

REQUEST FOR COMMENTS:
Following any Contract award, or the cancellation of this solicitation, all Bidders or potential Bidders are invited to provide to MCPS written comments regarding the manner in which this solicitation was conducted and any suggested modifications to that process which might make future solicitations by MCPS more efficient, more productive and/or more attractive to potential Bidders.

END OF INVITATION FOR BID
I. CONSTANTS TO BIDDERS

1. MEANING OF TERMS
All terms used in the Invitation for Bid, these Instructions to Bidders, the Bid Form and any Addenda shall have the meanings established by the Contract Documents.

2. TENTATIVE SCHEDULE FOR 20-028-IFB
IFB Issued:      February 3, 2020
Mandatory Pre-Bid Conference:   February 11, 2020 at 9:00 am
Question Deadline:     February 13, 2020 at 5:00 pm
Addendum 1 Issuance:    February 17, 2020
Bid Closing Date:     February 26, 2020 at 2:00 pm
School Board Approval, if applicable:  March 10, 2020
Contract Award:     TBD
Pre-Contract Meeting, if applicable   TBD
Contract Start: Upon execution by the Purchasing Agent or Superintendent

Questions received after February 13, 2020 at 5:00 pm EST will not be considered. Any questions related to the answers provided in Addendum 1 may be addressed in an additional addendum. If questions and/or responses require revisions to this IFB as it was originally published, such revision will be by formal amendment only. Bidders are notified that any written, electronic or oral statements made by any MCPS representative or other person appearing to change materially any portion of the IFB shall not be relied upon unless subsequently ratified by a written amendment to this IFB issued by the Purchasing Agent in the Office of Procurement and Contracting.

3. FAILURE TO COMPLY
Mandatory provisions of this IFB are indicated by the inclusion of the words “shall” or “must” to identify the Bidder’s obligations. Failure to comply with these requirements or with any other requirement stated as mandatory either in this IFB or in the Instructions to Bidders shall result in reject of the Bid as non-responsive, except to the extent the failure or omission either is not a mandatory statutory requirement or does not affect price, quantity, quality or time.

4. QUESTIONS/INFORMATION REQUESTS
All questions to this IFB shall be submitted in writing to Guinevere Bruner, Purchasing Agent, Manassas City Public Schools (MCPS) Procurement Office at gbruner@mcpsva.org. For a question to receive consideration, the subject line of the email must state the following: “20-028-IFB - Questions”. Failure to label questions as stated may result in the questions not being answered. Questions should be succinct and must include the potential Bidder’s name, title, company name, company address and telephone number. If a pre-Bid Conference is conducted, the Purchasing Office will issue written answers to all questions raised at the pre-Bid Conference.

Bidders shall thoroughly examine the Bid Documents. The Bidder’s failure or omission to examine any Bid Document shall not relieve the Bidder from any obligations with respect to its Bid or to any Contract which may result therefrom. Each Bidder shall be responsible for the discovery and resolution by inquiry of any ambiguity, discrepancy, error, omission or conflict in the Bid Documents and Contract Documents which in the exercise of reasonable care a reasonably competent Contractor in the field of work involved reasonably should have discovered, all of which shall be included in the Bidder’s Bid Evaluation Tool.
Upon the date of issuance of this solicitation, any contact initiated by any potential Bidder with any MCPS staff or school representative (e.g. superintendent, school board members, students, evaluation committee members, etc.) other than the Purchasing Agent, concerning this bid is prohibited. Any such unauthorized contact may cause the disqualification of the Bidder’s response.

5. ADDENDA
Modification of the Bid Documents shall be accomplished only by written Addendum issued by MCPS. If the answer to a question modifies the Bid Documents, it will be incorporated in and published as an Addendum. No answer to a question otherwise shall be deemed to be an Addendum.

All Addenda and answers to questions shall be posted on the MCPS website (www.mcpsva.org) and shall be posted on the Virginia E-Procurement system (www.eva.virginia.org). It is the sole responsibility of each Bidder to access this information.

The Bidder shall identify on the Bid Form in the spaces provided all Addenda received by the Bidder and which are included in the Bid. It shall be the responsibility of each Bidder to confirm prior to submission of a Bid that it has received all Addenda. Failure of a Bidder to acknowledge receipt shall not relieve the Bidder from the requirements of the Bid, including all Addenda issued. Failure to comply with this requirement does not automatically made a Bid non-responsive. By submitting a Bid, the Bidder agrees that it is bound by its Bid and that it will accept any Contract awarded even if it did not obtain all Addenda before submitting a Bid.

6. BID SUBMISSION ADDRESS:
Bids must be received and time stamped in at the MCPS Central Office no later than the Bid Closing stated in the Invitation for Bid. Proposals are to be submitted by mail, hand delivered or express carrier.

Delivery to, or receipt by, any office other than the MCPS Central Office Associate shall not be deemed receipt by the Purchasing Office until actual received in by the MCPS Central Office Associate in MCPS Suite 400. The time a Bid is received shall be determined by the time stamped on the Bid receipt by the time clock in the MCPS Central Office Visitor Center. In the event this time clock is not functioning, the time shall be determined by the time displayed on the wall mounted clock near the time clock. The time on the clock will be written on the Bid receipt by hand by Purchasing Office personnel.

Bidders are solely responsible for ensuring that the Purchasing Office receives their Bid submission no later than the Bid Closing. Sealed bids received by the Purchasing Office prior to the Bid Closing will be publicly opened and announced promptly after the Bid Closing unless the envelope fails to comply with any mandatory requirements stated in the Invitation for Bid or the Instructions to Bidders. **Bids received after the Bid Closing shall not be opened nor considered.**

To submit a Proposal by the United States Postal Service, Offerors **MUST** use the following address and allow a minimum of five (5) business days for delivery:

- Manassas City Public Schools
- 20-028-IFB
- Office of Purchasing and Contracting
- Attn: Guinevere Bruner, CPPB
- PO Box 520
- Manassas, VA 20110

**Or to submit a Bid by hand delivery or express carrier, Offerors **MUST** use the following address:**

- Manassas City Public Schools
- 20-028-IFB
Office of Purchasing and Contracting  
Attn: Guinevere Bruner, CPPB  
8700 Centreville Rd  
Suite 400  
Manassas, VA 20108

The Bid Form, and all required additional documents referenced therein shall be submitted in a sealed, opaque envelope containing the following information on the outside of the envelope.

- **BID IN RESPONSE TO MANASSAS CITY PUBLIC SCHOOLS INVITATION FOR BID NO. 20-028-IFB**
- **BID CLOSING DATE AND TIME**
- **BIDDER’S NAME AS IT APPEARS ON THE BID FORM**
- **COMMONWEALTH OF VIRGINIA CONTRACTOR’S LICENSE NUMBER (if applicable)**
- **CONTRACTOR’S LICENSE EXPIRATION DATE (if applicable)**

**IT IS PREFERRED THAT THE FOLLOWING MAILING LABEL BE USED ON THE OUTSIDE OF THE BOX AND/OR ENVELOPE SO IT IS VISIBLE TO THE MCPS CENTRAL OFFICE ASSOCIATE LOGGING IN EACH BID.**

**PLEASE COMPLETE THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR REPLY ENVELOPE:**

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## SEALED BID

**20-028-IFB**

**TITLE:** Round Elementary HVAC/BAS Replacement

**BID CLOSING DATE/TIME:** February 26, 2020 at 2:00 pm

**FROM**

**NAME OF BIDDER:** _______________________________________________________________

**ADDRESS OF BIDDER:** ____________________________________________________________

_______________________________________________________________________________

**COMMONWEALTH OF VIRGINIA CLASS A CONTRACTOR’S LICENSE #:**_____________________

**CONTRACTOR’S LICENSE EXPIRATION DATE:** _______________________________________

**DELIVER TO:** MANASSAS CITY PUBLIC SCHOOLS  
ATTN: GUINEVERE BRUNER  
8700 CENTREVILLE RD  
SUITE 400  
MANASSAS, VA 20108

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7. **BID SUMMISSIONS**
All Bids must be submitted on the Bid Form provided with the Bid Documents or a copy thereof. For purposes of this provision, a copy is an exact duplicate of the attached Bid Form reproduced in any manner with no modifications, additions or deletions.

All blanks in the Bid Form must be completed or noted as not applicable. A notation of “not applicable” or “N/A” shall be used only if the information requested is not a required or mandatory element of the Bid. **It is mandatory that everything in the Bid Form be completed. A price must be entered for each line item to be considered for award. An entry of “$0.00” is an acceptable entry for helper labor and owned equipment only.**

Bid amounts shall be stated both in writing and in figures if the blanks in the Bid Form so provide, and shall state the same amount. If there is a variance between the written amount and the numerical amount, the written amount shall prevail.

Include only one price for each line item for which a price is to be provided.

If there is a variance between a unit price and an extension price, the unit price will prevail.

All entries shall be typed or handwritten in ink or other form of permanent marker; pencil shall not be used.

In the event there are any erasures or other modifications to previously written or typed entries, all such erasures or other modifications shall be initialed by the person signing the Bid and a brief explanation included in the margin or the same page.

Each signature appearing on the Bid Form shall be handwritten, shall indicate such person’s authority to bind the Bidder, and shall be accompanied by the name of the signatory and the signatory’s title either typed or printed legibly. A person authorized to bind the Bidder in contractual matters must sign the Bid Form.

Each Bidder must use the attached Bid Form for submitting its Bid. The Bidder shall return two (2) copies of the Bid Form, duly signed with the corporate seal impressed, if applicable, keeping all remaining pages for the Bidder’s files. By executing and submitting the Bid Form, the Bidder acknowledges that it has read all Bid Documents, understands them and agrees to be bound by all terms and conditions therein.

Any quantities set forth in the Bid Form or elsewhere in this solicitation are estimates only, and are given for the information of Bidders and for the purposes of Bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the Contract Term.

8. **LATE BIDS**
To be considered for selection, Bids must be received by the Central Purchasing Office by the designated date and hour (Bid Due Date). The official time used in the receipt of bids is the time in the Central Office Associate’s Reception Area Time Clock. Bids received at the Central Office Reception Area after the date and time designated are non-responsive, automatically disqualified and will not be considered. MCPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder to ensure that his/her bid reaches the Central Office Reception Area by the designated Bid Due Date.
9. VIRGINIA STATE CORPORATION COMMISSION
If the Bidder is a corporation, the legal name of the corporation on file with the Virginia State Corporation Commission shall be set forth above the signature line, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation.

If a Bidder is a limited liability company, registered limited liability partnership, or limited partnership, the legal name of the firm on file with the Virginia State Corporation Commission shall be set forth above the signature line, together with the signature of the officer(s), member(s), partner(s) as applicable authorized to sign Contracts on behalf of the firm.

If the Bidder is a partnership, the name of the partnership as stated in the partnership agreement.

If the Bidder is submitting a Bid under a trade name, the Bidder shall be identified on the signature line in the true name of the entity doing business as the trade name by the person authorized to sign Contracts on behalf of the firm.

10. BIDDER LICENSING AND CERTIFICATION
To be eligible to Bid and to perform any Contract which may be awarded, a Bidder is required to have in effect all licenses and trade certifications required by federal or state law or regulation, or by City of Manassas ordinance or regulation to perform the services which are the subject of this solicitation.

Bidder shall submit with the Bid form copies of all registrations, licenses or certifications required by the Invitation for Bid. Each such license shall show on its face that it is current and valid.

11. SUBMISSION OF PROPRIETARY INFORMATION
The Virginia Public Procurement Act provides limitations on the right of a Bidder to assert that information submitted as part of a Bid is proprietary information or contains trade secrets which are not subject to public disclosure. For any information the Bidder seeks to exclude from public disclosure, the burden shall be on the Bidder to comply with all applicable requirements of the Virginia Public Procurement Act. Any documentation related to such attempt to preserve limitation of public disclosure of any information shall be submitted as a part of the bid submission but as a separate Exhibit properly marked with page numbers to clearly establish the intent of such submission. Bidders may not declare the entire Bid proprietary, nor may they declare the pricing to be proprietary.

12. BID EVALUATION
It is the intent to award all items to the 1) lowest responsive and responsible bidder on the basis of a firm fixed unit price, 2) provided the bid price is reasonable and it is in the best interest of MCPS to accept it, and 3) compliance with all provisions of the IFB.

Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements. MCPS reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the school division. MCPS also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria may be considered:
• The ability, capacity and skill of the bidder to perform the contract or provide the service required;
• Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
• The character, integrity, reputation, judgment, experience and efficiency of the bidder;
• The quality of performance of previous contracts or services;
• The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
• The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
• The quality, availability and adaptability of the goods or services to the particular use required;
• The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
• The number and scope of the conditions attached to the bid;
• Whether the bidder is in arrears to MCPS on debt or contract or is a defaulter on surety to MCPS or whether the bidder's County taxes or assessments are delinquent; and
• Such other information as may be secured by MCPS Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, MCPS Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

Lowest pricing, quality goods and services, availability, warranty, return policy and service are factors in awarding this contract. MCPS reserves the right to:
• Accept other than the lowest price
• Waive minor defects or technicalities, formalities and informalities
• Award items by “group,” whenever it is deemed in the best interest of MCPS
• Award either in whole or in part, whichever is deemed in the best interest of MCPS
• Reject any or all bids, in whole or in part, to waive any informality and to delete items prior to making the award, whenever it is deemed in the sole opinion of MCPS to be in its best interest
• Award to multiple vendors
• To make the sole determination if any item is an equal
• Request the submission of bid modifications at any time before the award is made. Alter the scope of work reasonably and bid documents until a contract is executed. This is an accepted practice if all bids are over budget.

MCPS reserves the right to base its evaluation on a “Should Cost” analysis to reflect the real costs to MCPS arising out of or incidental to the award. Proposing firms should therefore avoid unbalanced pricing and other cost presentation tactics that attempt to understate, conceal or distort real costs or otherwise take advantage of a mere formula-oriented, non-judgmental type of cost or price analysis. MCPS shall look to substance more than format and shall perform its cost/price evaluation on the basis of probable real costs.

MCPS also reserves the right to make Primary, Secondary and Tertiary awards to fulfill the anticipated requirements.

MCPS reserves the right, with twenty-four hours’ notice, to inspect the Bidder’s premises to evaluate equipment and support facilities.

13. BID WITHDRAWAL
All Bids may be amended and/or withdrawn by a Bidder if the request is received in writing before the Bid Closing. The request must be signed by a person authorized to bind the Bidder that submitted the Bid. Submission of a subsequent Bid, unless specifically identified as an additional Bid, shall constitute the withdrawal of any prior Bid submitted by the same Bidder on the same IFB.
Withdrawal of Bids after opening is governed by the Code of Virginia §2.2-4330. The Bidder shall give notice in writing of their claim of right to withdrawn their bid within two (2) business days after the conclusion of the Bid Opening and shall submit the original work papers with such notice.

Whether the request to withdraw a Bid is made before or after the Bid Closing, a Bidder may request withdrawal of its Bid from consideration only if the price bid was substantially lower than the other bids due solely to a clerical or arithmetical mistake therein, as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the Bid, which can be clearly shown by objective evidence drawn from inspection of the Bidder’s original work papers, documents and materials used in preparation of the Bid. The Bidder shall provide the original work papers, documents and materials within the same time as required for the notice seeking withdrawal of the Bid.

Bids submitted as of the Bid Closing shall remain in effect for a minimum of ninety (90) days following the Bid Opening if not permitted to be withdrawn as provided in the instructions above. If MCPS fails to either issue a notice of intent to award, make an award, or request an extension of Bids prior to the expiration of such ninety (90) days, this solicitation shall be deemed cancelled. MCPS may request an extension of bids prior to the expiration for a time stated in the request. No Bidder shall be required to consent to such extension and, if the Bidder declines to consent to the extension request, its Bid will be deemed withdrawn at the end of the ninetieth (90th) day after the Bid Opening and will not be considered further. For purposes of this circumstance only, the restrictions specified above on withdrawal of a Bid are not applicable.

No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

14. TIE BID
If any or all Bids are for the same total amount or unit price (including authorized discounts and delivery terms), the MCPS Purchasing Agent shall award the Contract to the tie Bidder providing goods produced in Virginia or goods and/or services provided by Virginia persons, firms or corporations. If there are more than one such tie Bid, then the Purchasing Agent, may, in his or her sole discretion, divide the Contract among the Bidders (if the solicitation provided for multiple awards), award to a Bidder domiciled in the City of Manassas, or award a Contract by lot from among the responsive and responsible Virginia Bidders and if no Bidders are domiciled in Virginia, then the tie shall be decided by lot among the responsive and responsible Bidders. The Purchasing Agent may, in his or her sole discretion, re-advertise the solicitation.

15. CONTRACT AWARD
If an award is made, MCPS will make the award to a minimum of one (1) Bidder. The award, if made, will be made to the lowest responsive, responsible Bidder based on the lowest Bid Evaluation total amount in the Bid Evaluation Formula set forth in the Bid Form.

Award of any Contract shall not create any minimum or guaranteed quantity of goods and/or services to be ordered by MCPS during the term of the Contract, which quantities shall be at the sole discretion of MCPS.

If the lowest responsive, responsible Bidder bids a process in excess of funds available based on anticipated needs for the initial Contract term, MCPS reserves the right to negotiate with the apparent low Bidder to obtain a pricing structure which will result in the anticipated needs for the initial Contract term being within the available funds. Such negotiations may include consideration of value engineering, substitution of materials or equipment, modification of unit packaging and other such modifications of the proposed Scope.
of Work or other Contract Documents which are consistent with the Work as initially solicited and with the public needs MCPS has a duty to satisfy. MCPS and the apparent low Bidder will discuss all such proposed means for reduction of the cost of anticipated needs for a period not to exceed sixty (60) days from the Bid Opening, and if unable to reach agreement within that time all Bids shall be rejected and the solicitation shall be cancelled.

In the event only one (1) Bid is received, MCPS reserves the right to negotiate the pricing with that Bidder.

Unless otherwise directed by MCPS, any Work in progress at the time of expiration of a Contract term may continue and be completed under the terms of the existing Contract at the time the Purchase Order for the Work was issued, but must be completed no later than six (6) months following the expiration of the Contract term in which the Purchase Order was issued.

The form of Contract to be signed by MCPS and any awarded Bidder, if made, shall be the form included in these Bid Documents and identified as “Agreement”. Two (2) copies of the Contract shall be signed by both the Owner and the Contractor. One (1) electronic copy shall be electronically signed by both the Owner and the Contractor.

16. PROTEST OF AWARD OR DECISION TO AWARD
Any Bidder may protest the award or decision to award a Contract by submitting a protest in writing to the Purchasing Agent, no later than ten (10) calendar days after public Notice of Intent to Award or the announcement of a Decision to Award, whichever occurs first. Any potential Bidder on a Contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such Contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such Contract. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days of receipt of the protest stating the reasons for the action taken.

(a) If, prior to award, it is determined that the Decision to Award is arbitrary and capricious then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the new law.

(b) If, after an award, it is determined that an award of a contract was arbitrary and capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the Contract may be declared void by MCPS. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of MCPS. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

(c) Pending final determination of a protest or appeal, the validity of a Contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

(d) An award need not be delayed for the period allowed for an Bidder to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the Bid would expire.
17. **INSURANCE REQUIREMENTS**
Each Bidder shall review the Insurance Requirements section carefully with its insurance agent or broker prior to submitting a Bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the Bidder is not able to meet the insurance requirements of this solicitation, alternate insurance coverage acceptable to MCPS maybe be proposed by the Bidder and considered by MCPS. Written requests for consideration of alternate coverage must be received by the MCPS Purchasing Agent at least ten (10) calendar days prior to the date and time Bids are set to be received. If MCPS denies the request for alternate coverage, the coverage required by the Insurance Checklist or Requirements section must be provided. The Insurance Requirements Provision can be found in Attachment B.

18. **CERTIFICATION REGARDING CRIMINAL CONVICTIONS**
As a condition for awarding a Contract for the provision for the Work that requires the Contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored events, the Manassas City School Board shall require the Contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor certification covers its employees, its subcontractors and the employees thereof. The Certification can be found in Attachment A.

The Contractor certification shall also cover its employees, its subcontractors and employees thereof assigned to the Work after the Contract award. The Contractor, upon demand from MCPS, shall provide all information, which allowed for the Contractor’s certification. The Contractor shall submit to MCPS a completed Contractor’s Criminal Conviction Certification on the form provided in this IFB.

19. **INCLEMENT WEATHER POLICY**
Due to inclement weather conditions, MCPS may elect to close schools and/or administrative offices. The following is an explanation of the policy.

- **CODE GREY:** Schools are closed and Administrative Offices are on a two (2) hour delay
- **CODE BLUE:** Schools are closed and Administrative Offices are closed

In the event of a delayed school opening, all times shall remain as stated in the Request for Proposal. In the event of a Code Grey, any pre-proposal conferences and all proposal openings will be held on the next full business day in which MCPS experiences a normal opening day, with no closures or delays. In the event of a Code Blue, any pre-proposal conferences and all proposal openings will be held on the next full business day in which MCPS experiences a normal opening day, with no closures or delays.

20. **BID SECURITY**
Bid shall be accompanied by a certified check, cashier’s check, cash escrow or a bid bond in an amount not less than five percent (5%) of the amount of the Bid as a guarantee that if the Contract is awarded to the Bidder within the later of thirty (30) days following Bid Opening, it will enter into the Contract for the Work mentioned in the Bid at the amount of the Bid and provide any required performance and payment bonds. The obligee or payee shall be Manassas City Public Schools.

If the bid security is provided in the form of a bid bond, the surety company shall be licensed to conduct business in the Commonwealth of Virginia and shall be listed on the United States Treasury Department’s latest Circular 570. The Bid Bond shall be prepared on the Bid Bond Form in the Bid Documents. The attorney-in-fact who executes such bond on behalf of the surety must attach a notarized copy of its power-of-attorney as evidence of the its authority to bind the surety on the date of execution of the bid bond.
If the bid security is in the form of cash, certified check, or cashier’s check, the Bidder shall submit a bid security agreement conforming substantially in form and effect to the Bid Bond Form. The Owner shall be authorized to deposit such check or cash and to apply the funds in accordance with the security requirements set forth herein.

The bid bond or bid security agreement must clearly make reference to the solicitation number and bid title set forth in the Invitation for Bid (IFB).

Bid security in the form of certified checks, cashier’s checks or cash will be returned to all unsuccessful Bidders who submitted a certified check or cash within forty-five (45) days after the earlier rejection of all Bids or entering into a contract with a successful Bidder.

If approved by the Manassas City Public Schools’ Attorney, a Bidder may furnish a personal bond, property bond, or bank or savings institution’s letter of credit on certain designated funds in the face amount required for the bid bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to Manassas City Public Schools equivalent to a corporate surety’s bond.

21. PERFORMANCE AND PAYMENT BONDS
The successful Bidder, at the time of the execution of the Contract, shall furnish a Performance Bond and a Payment Bond, each in an amount equal to one hundred percent (100%) of the Contract Price and the Contract shall not be deemed to have been fully executed until such Bonds are provided. Bonds shall be on the forms herein provided and shall be issued by a surety company licensed to conduct business in the Commonwealth of Virginia and listed on the United States Treasury Department’s latest Circular 570, and otherwise acceptable to Manassas City Public Schools. The Performance Bond and the Payment Bond shall be in effect as of the date the successful Bidder signs the Contract, and if executed prior to the date the successful Bidder signs the Contract, shall include written certification from the surety that the bond is effective as of the date of the Contract. If the successful Bidder is a partnership or joint venture, all partners or venturers shall execute the Bond as principal in a personal and not representative capacity, in addition to the execution of the Bond by the Contractor as principal. Cost of said Bonds shall be included in the Contract Price.

Manassas City Public Schools reserves the right to request documentation from the surety company as to its financial capabilities, past experience, and other evidence of the security’s reliability. In the event that the Contractor’s surety company becomes insolvent, bankrupt or in any way is incapable of providing the services, the Contractor shall, within ten (10) days’ notice from Manassas City Public Schools, furnish new Payment and Performance Bonds to Manassas City Public Schools from a surety licensed to conduct business in Virginia, listed on the United States Treasury Department’s latest Circular 570, and otherwise approved by Manassas City Public Schools’ Purchasing Agent. Any cost in securing new bonding will be the responsibility of the Contractor.

22. BIDDER QUALIFICATIONS
MCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the Work and/or furnish the item(s). Bidder shall furnish to MCPS all such information and data for this purpose as may be requested. MCPS reserves the right to inspect the Bidder’s physical facilities prior to award to satisfy questions regarding the Bidder’s capabilities. MCPS further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy MCPS that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated herein.
Bidders must have a **minimum of ten (10) years continuous experience**, prior to the date of submission of their Bid, in the management and operation of a business engaged in providing HVAC/BAS Replacement, and ten (10) years' experience as a Mechanical Contractor or General Contractor as of the Bid Closing date of March 11, 2020, and currently engage in providing these services to commercial or industrial accounts under Contract.

Bidder must provide with their bid three (3) K12 references for work of a similar nature (multi-sited facilities and various ages of buildings) performed under a term Contract and which clearly demonstrates the firm’s ability to perform successfully under any resulting Contract. References must be within the last three (3) years preceding Bid Closing. Bidder shall verify the names, addresses, phone numbers and email addresses prior to submitting them as references.

23. **QUOTATION LIMITATION**

Bidders shall offer only **one item and price** for each line item bid. Alternatives will be accepted only if the Bid Form expressly requests alternates. Substitutions will be permitted only if approved as required in this solicitation. Only a single line item and price will be considered in calculating the Bid Evaluation Formula and making an award. Therefore, any additional discounts offered, but not included on the line item cost, will be accepted but not part of the evaluation.

24. **ADDITIONS AND/OR DELETIONS**

MCPS reserves the right to add or delete similar items and/or services specified in any resulting Contract as requirements change during the Contract period. MCPS and the Contractor will mutually agree to prices for those items and/or services to be added to the Contract. In the absence of agreement, MCPS shall set the price based on the most comparable previously established unit price. Invoices and payments shall be made based on the price established by MCPS, with all rights reserved to the Contractor to pursue any claim disputing the price. Addenda and Change orders will be issued for any additions and deletions.

25. **DEBARMENT STATUS**

By submitting a bid, the Bidder certifies that they are not currently debarred by the Commonwealth of Virginia, any other state or political subdivision, nor MCPS from submitting bids to MCPS, the Commonwealth of Virginia or any other state or political subdivision for the goods and/or services covered by this solicitation. The Bidder equally certifies that no agent or principals are currently so debarred. An affirmative response may be considered grounds for rejection of the bid. This statement shall also apply to any subcontractor(s) the Bidder intends to use in the performance of any resulting contract.

26. **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

No potential Bidder shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.

27. **ETHICS IN PUBLIC CONTRACTING/NON-COLLUSION**

By submitting a response, Bidders certify that their response is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their proposal. Bidder shall certify 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.

28. **CONFLICT OF INTEREST STATEMENT**

By signing the Bid, the Bidder certifies, that to the best of his/her knowledge no MCPS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has
received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or as soon as thereafter it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient or both.

Whenever there is a reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the Bid or Contract and that the Contractor has failed to disclose such a benefit, or has inadequately disclosed it, MCPS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

In the event the Bidder has knowledge of benefits as outlined above, this information should be submitted with the bid. If the above does not apply at the time of Contract award and becomes known after inception of a contract, the Bidder shall address the disclosure of such to the Purchasing Agent in the Office of Procurement and Contracting. The IFB number shall be referenced in the full disclosure.

**29. EXPENSES INCURRED IN PREPARING BID**
MCPS accepts no responsibility for any expense incurred by any Bidder in the preparation and presentation of a Bid. All expenses related to a Bid are the sole responsibility of the Bidder.

**30. MANDATORY USE OF MCPS FORM AND TERMS AND CONDITIONS**
Failure to submit a Bid on the official MCPS form provided for that purpose may be cause for rejection of the Bid. Modifications of or additions to the General and/or Special Terms and Conditions of this Solicitation may be cause for rejection of the Bid. However, the Purchasing Agent reserves the right to decide, on a case-by-case basis, in his/her sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, MCPS may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a Bid, which do not affect quality, quantity, price or delivery schedule.

**31. METHOD OF AWARD**
Except with a Requirements Contract, a Contract for non-professional services or as expressly provided herein, MCPS intends to award a single contract.

**END OF INSTRUCTIONS TO BIDDERS**
II. SCOPE OF WORK

Manassas City Public Schools (MCPS) is soliciting Bids from qualified Bidders for the provision of an HVAC/BAS Replacement at Round Elementary School, 10100 Hastings Drive, Manassas, VA 20110. The successful Bidder shall be responsible for providing all material and labor to complete the requirements of the bid drawings and specifications (the “Work”).

A. General
The scope of work includes replacement of 6 rooftop Air Handling Units (AHU), replacement of roughly 68 parallel fan-powered volume air variable (VAV) boxes, removal of the pneumatic controls system and installation of open protocol Direct Digital Control (DDC) Building Management System (BMS). New communication interfaces from existing office RTU, 2 boilers, 2 chillers, 4 hot/chilled water pumps, 5 heaters and parking lot lighting will be tied into the new DDC controls. New AHU will match existing supply and return duct locations and pipe chase locations to minimize reconfiguration of those existing systems.

New electric is being added to support increased power demand from the new AHUs and BMS panels.

B. Functional Requirements
Existing rooftop AHU are Temtrol units installed in 1985/1986 and serve classrooms, support space, and the gymnasium/cafeteria. AHUs and VAVs are being replaced because they are nearing the end of useful life. The supply air requirements on the new units will be similar to the removed units, but ventilation requirements have increased. Outdoor air requirements have increased from 20% to 80% since the existing units were installed. New AHU will also require energy recovery. The new DDC system will improve energy efficiency, accuracy and reliability for controls. It will also provide maintenance staff with remote monitoring capabilities.

C. Technical Requirements
Technical requirements for work are detailed in the bid documents.

D. Electronic Access
Requests for Electronic Access to Technical Specs and drawings must be sent to Steve Potts, Facilities & Maintenance, spotts@mcpsva.org. Mr. Potts will send a link to the drawings. No other questions or communication may be sent to Mr. Potts.

E. Staff Training
Provide onsite training for building maintenance staff for new AHUs, VAVs and BMS systems. Engage a factory-authorized representative or facilitator to demonstrate operation of equipment and provide documentation of training.

F. Hours of Operation
Normal work hours for MCPS are Monday through Friday, between the hours of 7:00 AM and 3:30 PM, excluding holidays.

G. Billing Requirements
Invoices will be delivered to the following address:
Manassas City Public Schools
Attn: Facilities and Maintenance
PO Box 520
Manassas, VA 20108
Or when possible, invoices should be emailed to the following contact:
Shante Gee
Facilities and Maintenance
Email: sgee@mcpsva.org

Invoices shall contain the applicable Purchase Order, Contract Number and name of the school receiving the service.

END SCOPE OF WORK
III. SPECIAL TERMS AND CONDITIONS

1. STATE REGISTRATION OF CONTRACTOR
Bidder(s) are required to have a Class A Contractor’s License. A contract for construction, removal, repair or improvement of a building or other real property for one hundred thousand dollars ($120,000) or more, or if the total value of all such contracts undertaken by the Bidder within any twelve-month period is seven hundred fifty thousand dollars ($750,000) or more, the Bidder is required under §54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a “CLASS A CONTRACTOR”.

If the Bidder shall fail to provide this information on his bid or fail to promptly provide said Contractor license number to MCPS in writing when requested to do so before or after the Bid opening, he shall be deemed in violation of §54-1115 of the Code of Virginia (1950), as amended, and his bid will not be considered. If a Bidder shall fail to obtain the required Class A License prior to submission of their bid, the Bid shall not be considered.

The Code of Virginia does not allow an unlicensed contractor to submit a bid where the resultant contract will require a license. The Bidder shall provide a copy of the license.

Each Bidder shall indicate its Virginia Contractor’s license or certificate number, and the date of expiration, on the face of the Bid envelope and in the Bid Form in the space provided therein. The Bid Form shall also contain the Bidder’s classifications of licensure or certification. Failure to comply with any of these requirements makes the Bid nonresponsive.

2. PERMITS AND LICENSES
The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with the prosecution of the work without additional expense to MCPS. Contractor shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof, which theretofore may have been accepted.

3. SITE INSPECTION
The Contractor is expected to become familiar with and take into consideration site conditions which may affect the work, and to check all dimensions at the site.

The Contractor must acquaint themselves thoroughly as to the character and nature of the work to be done. The Contractor furthermore must make a careful examination of the site of the work and inform himself fully as to the difficulties to be encountered during performance of the work, the facilities for delivering, storing, and placing materials and equipment and other conditions as relating to construction and labor.

No pleas of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the Contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.
Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or Manassas City Public Schools personnel at the site.

4. **USE OF PREMISES**
The Contractor shall confine the apparatus, storage of materials, and activities of personnel on or about the premises and adjacent areas, in accordance with the law, ordinances, permits and the directions of the Owner’s representative. The Contractor shall not encumber the premises with such materials or apparatus or adjacent areas. The Work Site shall be kept in such orderly fashion as will not interfere with the progress of the work or the work of any other Contractor.

The Contractor shall be responsible for repairing or replacing any work damaged by his/her operations within ten (10) day after notification by the Owner’s representative.

It is the responsibility of the Contractor to report, in writing, to the Project Engineer any damages found prior to any work at the site.

5. **OWNER’S REPRESENTATIVE**
The Owner’s Representative for questions following the Contract award is:
   Russ Helton
   Director of Facilities and Maintenance
   8500 Public Works Drive
   Manassas, VA 20110

Whenever the term “Engineer”, “Project Engineer”, “Project Manager” or similar terms are used, in preceding or subsequent paragraphs of this Contract, it shall refer to the Owner’s representative for Contract Coordination.

6. **ADDENDA AND INTERPRETATIONS**
No interpretation of the meaning of the plans, specifications or other Contract documents will be made to the Contractor orally.

7. **PROTECTION OF WORK AND PROPERTY**
The Contractor shall protect the Owner’s property from injury or losses in connection with this Contract at all times. The Contractor’s own work and that of adjacent property (as provided by law and the Contract Documents) from damage shall be guarded. The Contractor shall replace or make good any such damage, loss or injury unless caused directly by errors contained in the Contract Documents or by the Owner or by his/her duly authorized representative. All passageways, guard fences, lights, and other facilities required for protection by local authorities or local conditions must be provided and maintained.

8. **EXTENSION OF TIME; NO WAIVER**
If the Contractor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault of negligence, including, but not restricted to, acts of God or the public enemy, acts or neglect of the Owner, acts or neglect of any other Contractor, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions, or freight embargos, the period hereinabove specified for the completion of his work shall be extended by such time as shall be fixed by the Owner.

No such extension of time shall be deemed a waiver by the Owner or his right to terminate the Contract for abandonment or delay by the Contractor as herein provided to relieve the Contractor from full responsibility for performance of his obligations hereunder.
9. REPRESENTATIONS OF CONTRACTOR
The Contractor represents and warrants that:

a. the firm is financially solvent and that the manager is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished;

b. the Contractor is familiar with all Federal, State, municipal, and department laws, ordinances, and regulations, which may in any way affect the work of those employed, including but not limited to any special acts relating to the work or to the project of which it is a part;

c. such temporary and permanent work required by the Contract Documents is to be done by the Contractor, can be satisfactorily constructed and used for the purposes of which it is intended and that such construction will not injure any person, or damage any property;

d. the Contractor has carefully examined the plans, the specifications and the site of the work and that from the Contractor’s own investigations, he has satisfied themselves as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the work or performance;

e. the Contractor shall be responsible for complete supervision and directing the Work under this contract and all subcontractors that he may utilize. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is 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.

10. SUBCONTRACTORS
Nothing contained in the Contract Documents shall operate to, or otherwise have the effect of, creating a contractual relationship between the Owner or the Owner’s Representative and any Subcontractor.

Unless otherwise specified in the Contract Documents, within fourteen (14) days after the Notice to Proceed, the Contractor must submit a written statement to the Owner’s Representative and the Owner setting forth the name, address, and telephone number of all proposed Subcontractors and the portion of the Work and materials for which each such Subcontractor is responsible. Should any proposed Subcontractor for a division and/or feature of Work outlined in the Bid Form differ from the Subcontractor actually performing the work, the Contractor must provide justification for the change to the proposed Subcontractor prior to any Work commencing by the Subcontractor. The Contractor must also furnish any other information intended to prove that the proposed Subcontractor has the necessary facilities, skills, integrity, safety records, past experience, and financial resources to perform the Work in accordance with the terms and conditions of the Contract Documents.

If the Owner finds, in its sole and absolute discretion, that the proposed Subcontractor is not qualified, the Contractor will be notified in writing within ten (10) days of the Owner receiving the request for approval of the Subcontractor. If no such notice is provided, the Owner shall be deemed to have accepted the Subcontractor. The Owner may retract its acceptance of any Subcontractor in even such Subcontractor evidences an unwillingness or inability to perform its portion of the Work in strict accordance with the Contract Documents. Notice of such retraction will be given in writing to the Contractor. Upon receipt of notification of such rejection or retraction, the Contractor shall, within five (5) days, submit a new Subcontractor for the Owner’s approval. No rejection of any Subcontractor as provided herein shall be the basis of any claim by the Contractor for any increase in the Contract Sum or any extension of the Contract Period.
The Contractor shall not enter into a contract in connection with the Work with any Subcontractor who or which has been rejected by the Owner and/or the Owner’s Representative, and shall promptly terminate any contract with a Subcontractor who or which subsequently is rejected by Owner as provided herein.

Upon request, the Contractor promptly shall file with the Owner a copy of any one or more of its subcontracts. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor in accordance with the terms of these Contract Documents insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power to terminate any subcontract that the Owner may exercise to terminate the Contract under the provision of these Contract Documents. The Contractor shall bear all additional expenses due to its exercising of its rights under this paragraph.

The Owner’s review or acceptance of Subcontractors as described herein shall not relieve the Contractor of any of its responsibilities, duties, and liabilities under the Contract Documents. The Contractor shall be responsible to the Owner for the acts, defaults, or omissions of the Contractor’s Subcontractors and of its Subcontractor’s officers, authorized representatives, and employees, and any other persons or entities performing any portion of the Work.

11. SUBCONTRACTOR AND SUB-SUBCONTRACTOR AGREEMENTS

Work performed by a Subcontractor or a Sub-subcontractor shall be defined by a signed agreement between a Subcontractor and the Contractor, or between a Sub-subcontractor and a Subcontractor, as applicable. Each such agreement shall:

- Not contain a provision which purports to negate, conflict with or otherwise compromise the requirements of the Contract Documents;
- Not contain a provision which purports to adversely affect the rights of the Owner and the Owner’s Representative as such rights are defined in the Contract Documents;
- Require timely processing of applications for payment and of claims for additional costs, damages, or time in order that the Contractor may in turn promptly process such applications or claims in conformance with the Contract Documents;
- Waive the rights of either party against the other in regard to claims for fire or other peril covered by the property insurance described in Paragraph 17 of these Bid Documents. Such waiver shall not exclude either party from rightful access to the proceeds of such insurance;
- Contain all provisions required by the Contract Documents to be included in a subcontract;
- Make specific reference to the conditions of Paragraph 11 of this section as a mutually binding provision; and
- Contain evidence indicating the Subcontractor’s acceptance of the time allotted to perform its portion of the Work shall be submitted by the Contractor to the Owner’s Representative within ten (10) days of the Subcontractor award.

The Contractor shall include in each subcontract the same requirements as Paragraph 18 – Certification Regarding Criminal Convictions; require the completion by the Subcontractor of a form containing the same certifications as appearing in the Certification Regarding Criminal Convictions; and require that the Subcontractor obtain from each of its Sub-subcontractors a similar certification form.

12. POWER OF CONTRACTOR TO ACT IN EMERGENCY

In case of an emergency, which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act without previous instructions from the Engineer as he sees fit. He shall notify the Engineer thereof immediately thereafter. Any compensation claimed by the Contractor due to such work shall be submitted to the Engineer for approval. Where the Contractor has not taken action but has notified the
Engineer of an emergency threatening injury to persons or damage to the work, or any adjoining property, upon authorization from the Engineer to prevent such threatened injury or damage, he shall act as instructed or authorized by the Engineer. The amount of reimbursement claimed by the Contractor shall be at the rates listed in the Pricing Schedule.

13. CLAIMS SUBMISSION FOR DAMAGES OR OTHER RELIEF
If the Contractor wishes to make a claim, whether for extra compensation, damages or other relief, by reason of any act or omission of the Owner or its agents or representative or other causes beyond the reasonable control of the Contractor, the Contractor shall comply with the requirements set forth below. Strict compliance with all claims submission requirements set forth below or in any other provision of the Contract Documents shall be a condition precedent to the Contractor’s right to pursue any claim or to recover or prevail thereon. All time requirements set forth as claims submission requirements shall be deemed to be of the essence. Compliance with all claims submission requirements shall not, however, create any presumption of validity of any claim.

- The Contractor must at the time of the discovery of the occurrence of the event giving rise to the claim and before beginning any work on which the claim is based deliver to the Owner’s Representative, to the Purchasing Agent, and to the Owner’s Project Manager a written statement identifying itself as a Notice of claim, stating the circumstances of the occurrence, specifying the additional work contemplated as being required, state why such work is not already included within the scope of the Contract Documents, and to the extent reasonably foreseeable estimate the anticipated amount of the claim.
- If the Owner within five (5) Working Days following receipt of such Notice of claim does not direct the Contractor otherwise, the Contractor shall proceed with the work which is the subject of the claim and within ten (10) calendar days after completion of the work for which additional compensation is claimed shall submit in writing to the Owner’s Representative, to the Owner’s Project Manager, and to the Purchasing Agent a written itemization of the actual additional compensation claimed, with all supporting documentation.
- The Purchasing Agent or his designee shall make a determination within ninety (90) days after receipt of the submission described in Subparagraph B above, which decision shall be the final determination of the Owner. Failure by the Purchasing Agent to issue a final decision shall be deemed a final decision to deny the claim as of the ninetieth (90th) day. A final decision by the Owner shall be a condition precedent to institution by the Contractor of any judicial claim for relief on the claim. The Contractor’s right to seek judicial appeal of denial of a claim is barred if no suit is filed within six (6) months following the Owner’s final decision. No consideration by the Owner of any additional submissions by the Contractor in support of any claim shall extend this six-month limitation.
- The Contractor shall comply with all directions and decisions of the Owner’s Representative, the Owner’s Project Manager, or the Purchasing Agent and shall proceed diligently with the performance of the Contract and with any disputed work pending final resolution of any claim or dispute. “Final resolution” shall include the exhaustion of all judicial proceedings.
- No claim whatsoever shall be made by the Contractor against any officer, authorized representative or employee of the Owner or Owner’s Representative for, or on account of, anything done or omitted to be done in connection with this Contract.
- Failure of the Owner at any time to require compliance with any term or condition of the Contract Documents or of any claims submissions requirements shall not be deemed a waiver of such term, condition, or requirement, or a waiver of the subsequent enforcement thereof.
- In the event the Contractor makes a claim for additional compensation other than for damages related to delay which results in litigation, if the Owner substantially prevails in such litigation the Contractor shall indemnify and hold the Owner harmless from any and all reasonable attorneys’
fees, litigation costs of all types, and expert witness fees and costs, arising from or related to such claim and litigation. Any claim for delay damages shall be subject to the provisions of Va. Code. Ann. § 2.2-4335.

- If additional compensation is granted as to any claim, either by consent of the Owner or by judicial decision, the Contractor shall not be entitled to recover any interest on any amounts claimed to be due from the Owner which are the subject of a good faith dispute by the Owner which are paid within thirty (30) days following final resolution of such dispute. Interest shall accrue on any claim not paid within such thirty (30) days at the legal rate of six percent (6%) per annum simple interest commencing on the date of such final resolution.

- No claims provision in this Agreement waives the Owner’s sovereign immunity or waives the ability of the Owner to invoke sovereign immunity where sovereign immunity may be applicable.

14. SUPERINTENDENCE BY CONTRACTOR
At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in that capacity for the particular job involved, unless he ceases to be on the Contractor’s payroll.

15. WORKMANSHIP
Only first-class work shall be performed and all materials furnished in carrying out the Work this Contract. Where no standard is specified, such work or materials shall be the best of their respective kinds. Any unsatisfactory work done or materials furnished shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Engineer, at whatever time the inferior work or materials may be discovered.

If the Contractor neglects or refuses to remove such unsatisfactory work or materials within forty-eight (48) hours after the receipt of notice, or if satisfactory progress is not made in doing so, the Engineer may effect removal of the inferior work or materials and the expense shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due to the Contractor under the Contract. Upon completion of the Contract, the entire work shall be delivered to the Owner perfect and complete and in satisfactory working condition.

The Contractor expressly undertakes at his own expense:

- a. to effect all cutting, fitting or patching of his work required to make same conform to the plans and specifications and except with consent of the Engineer not to cut or otherwise alter the work of any other Contractor, and
- b. to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

16. OWNER’S RIGHT TO STOP WORK OR TERMINATE CONTRACT
The Owner asserts the right to stop work or terminate the Contract if:

- a. The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or
- b. A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within twenty (20) days, or after such an appointment, or the proceedings in connection therewith shall not be stayed or appeal within the said twenty (20) days; or
- c. The Contractor shall refuse or fail, after Notice of Warning from the Engineer, to supply enough properly skilled workmen or proper materials; or
- d. The Contractor shall refuse or fail to prosecute the work or any part thereof which such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period; or
e. The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or

f. The Contractor shall fail or refuse to regard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of this Contract, then and in any such even, the Owner, without prejudice to any other rights or remedy it may have, may by seven (7) days’ notice to the Contractor, terminate the employment of the Contractor and his right to proceed either as to the entire work or (at the option of the Owner) to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by Contract or otherwise as the Owner may deem expedient.

i. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay) such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is terminated, the Owner may take possession of and use such materials, appliances, supplies, plans and equipment as may be on the site of the Work, and necessary therefore, for completing the work. If the Owner does not so terminate the right of the Contractor to proceed, the Contractor shall continue the Work.

17. CHANGES AND ALTERATIONS
The Owner reserves the right to make alterations in the installation of items of work shown on the plans, as may be necessitated by conditions found during construction that in the judgment of the Engineer appear advisable. The Contractor shall not claim forfeiture of contract by reasons of such changes.

18. NECESSARY DETAILS NOT SPECIFICALLY MENTIONED
Any and all work that may be called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications, shall be furnished and executed by the Contractor as if designated. The contractor shall furnish all required work or material which is not denoted in the plans and specifications either directly or indirectly, but which is necessary for project.

19. DECREASES IN WORK UNDER LUMP SUM ITEMS
The Owner or Engineer may, at any time, decrease in dimension, quantity of material or work, or alter the situation or levels, or vary the form of dimensions of any part of the work or alter the project in any way. Such changes shall be made in writing in accordance with the contract and the difference in expense resulting from the decrease or change ordered shall be deducted from the amount payable under this contract. If the incremental cost of the decrease is not identified in the project schedule, the Engineer shall determine the amount of deduction based on a proper, fair and reasonable allowance for the lesser amount of materials and labor required. If necessary in order to establish such fair allowance, the contractor may be required to submit a detailed breakdown of his/her original bid for the items of work involved. Alterations or changes that diminish the quantity of work to be done shall not constitute a claim for damages or for loss of anticipated profits in the work.

20. WEATHER CONDITIONS
In the event of temporary suspension of work or during inclement weather, or whenever the Engineer shall direct, the Contractor will require any subcontractors to protect carefully all materials and work against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or any subcontractors to protect his/her work and materials shall be removed and replaced at the expense of the Contractor.
21. CLEANING UP
The contractor shall keep the premises and adjacent areas free from accumulations of waste material or rubbish at all times. At the completion of the work, all rubbish, tools, used for work and surplus materials shall be removed from and about the premises and adjacent areas, and the area shall be "broom cleaned" and ready for use. In case of a dispute, Manassas County may remove rubbish or otherwise clean up, and may charge the Contractor either by deduction from amounts unpaid to the Contractor, or by other means with such cost as the Project Engineer shall determine to be fair and equitable.

22. REJECTION OF INFERIOR MATERIAL
An inspection and approval of the materials by the Engineer shall not in any way subject the Owner to pay for any portion of the materials, even if said materials, incorporated in the work, turn out to be unfit. Such inspection shall not be considered as any waiver of objection to the work on account of the unsoundness of the material used.

23. EXAMINATION OF DEFECTIVE WORK
If required by the Engineer under execution of this contract, the contractor shall at any time pull down or undo any part of the work and make such openings as may be required and enable the Engineer to make proper inspection and the contractor shall make good again the work so pulled down, undone or opened to the Engineer’s satisfaction. If the work is found faulty, in any respect the whole of the expenses incurred shall be incurred by the Contractor, but if the work be found not faulty by the Engineer, the expenses thereby incurred shall be incurred by the Owner.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
Each and every provision of laws and clauses required by law to be inserted in this Contract shall be deemed to be inserted herein and hereby incorporated by reference and the Contract shall be read and enforced as though it were included herein and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such assertion.

25. CORRESPONDENCE
All communications between the parties hereto relating to details, progress and coordination of the work shall be through the Engineer and shall be deemed binding only when in writing.

26. STORAGE OF MATERIALS
Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not upon the ground and shall be placed under cover when directed. Stored materials shall be located so as to facilitate proper inspection. Equipment which is delivered crated, shall remain crated until ready for installation. Lawns, grass plots or other private property shall not be used for storage purposes without the written permission of the Owner.

27. INCOMPETENT OR DISORDERLY EMPLOYEES
If any person employed or the work by the Contractor shall appear to the Engineer or Owner to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately on the request of the Engineer or Owner and shall not again be re-employed except on written consent by the Engineer or Owner.

28. STANDARD PRODUCTS
All materials, supplies, and articles furnished shall be the standard products of recognized, reputable manufacturers, as specified and otherwise practicable. The standard products of manufacturers other than
those specified, will be accepted when it is proved to be to the satisfaction of the Engineer, that they are equal in strength, durability, usefulness, and convenience for the purpose intended. Any changes required in the detail and dimensions indicated on the drawings, for the substitution of standard products other than those provided for, shall be made as approved by the Engineer and at the expense of the Contractor.

29. CONSTRUCTION SAFETY
It shall be required that each bid submitted to MCPS for a contract for construction, alteration, and/or repairs, including painting or decorating of a building, highway, street, bridge, sidewalk, culvert, sewer, excavation, grading, or any other construction, include a list of all the following actions which have become final in the three years prior to the bid submission:

- Willful violations, violations for failure to abate, or repeated violations, for which the bidder was cited by (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan for any other public jurisdiction; or
- Three (3) or more serious construction safety violations for which the bidder was cited by the (a) United States Occupational Safety and Health Administration; or (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan from any other public jurisdiction.
- Termination of a contract between the contractor and any public entity by their purchasing agent or his designee for safety violations.

If the bidder has not received or been the subject of any such violations in the three (3) years prior to the bid submission, then the bidder shall so indicate by certification on the bid form entitled Certification of Safety Violations, Attachment C. The bidder will also indicate on this form each state in which work was performed in the three (3) years prior to the bid submission.

No MCPS construction Contract, as discussed above, shall be awarded to any Contractor who has been the subject of any citations for the violations listed in paragraphs 29.a and 29.b above which have become final in the three (3) years prior to the offer of this Contract.

Any vendor precluded from the award of any MCPS construction Contract by the provisions of this resolution may appeal to the MCPS Purchasing Agent or School Superintendent or his designated representative for an exemption. However, this request for determination and any subsequent adjudication process must be completed prior to submitting a bid on any project and the request for determination must be received by MCPS's Purchasing Agent or designee no later than twenty-one (21) days before bids are due unless otherwise stated in the Solicitation. A notice of the bidder’s request for determination of eligibility will be posted publicly for comments by any interested party. The bidder’s request for determination of eligibility and all supporting documentation provided by the bidder to MCPS in support of its request shall be open to the inspection of any interested person, firm or corporation in accordance to the requirements of Manassas County Purchasing Resolution and Virginia Freedom of Information Act.

Contractors may be subject to a special audit of their safety records as required. The criteria used in evaluating contractor’s eligibility shall include but not be limited to the following:
- Corrective action taken by a bidder or contractor to prevent the recurrence of safety violations.
- Days Away From Work Incident Rate for the past three (3) years.
- Summary of Work-Related Injuries and Illnesses/Incident Rate for the past three (3) years.
- Worker’s Compensation Experience Modification Rating for the past three (3) years.
- Fatality record for the past five (5) years.
• Detailed information regarding the firm’s safety program including but not limited to a Safety and Health plan and qualifications of the safety personnel.
• Verification that management staff directly in charge of projects that experienced safety violations listed in aforementioned paragraph A will not be involved in MCPS project.
• Incorporation of safety and health related issues into their new employee orientation programs.
• Incorporation of work safety as a part of an employee’s performance evaluation.
• Support of safety related matters by senior/corporate management. Does the firm have a safety policy statement signed by a member of senior/corporate management?
• Designation of a full time Safety Manager. Does this person report to a high level, authoritative position within the Company?
• Frequency and type of safety inspections conducted at work sites.
• The number and type of safety training programs conducted for employees.
• Frequency of safety "tailgate meetings" conducted by the firm.
• Designation of an active safety committee, frequency of their meetings and list of members of the committee.
• Active membership in a recognized construction safety organization in the Washington Metropolitan area, or in the state of contractor’s domicile.

The determination of eligibility rendered by the Purchasing Agent or his designee shall be final.

MCPS may impose the following sanctions upon a contractor who willfully submits any false or misleading certification or information regarding material facts in connection with submissions pursuant to this Resolution, or willfully omits any certification or information regarding material facts in connection with submissions pursuant to this Resolution. The term willful shall include intentional or reckless acts or omissions.(1) Disqualify the prospective bidder from bidding a contract.(2) Debar the contractor from bidding future contracts for a period not to exceed three years.(3) Terminate the contract awarded to the bidder after providing notice and opportunity to be heard.

No Contractor or Subcontractor contracting for any part of the Contract work shall require any laborer, mechanic, or other person employed in the performance of this Contract to work in surroundings or under working conditions which are hazardous or dangerous to his safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.

30. ERRORS
The Contractor shall make no claim against the Owner because of the estimate, tests or representations of any kind affecting the work made by any officer or agent of the Owner may prove to be in any respect erroneous.

31. COMMENCEMENT AND COMPLETION OF WORK
The Contractor shall advise the Owner’s representative a minimum of three (3) working days in advance of the date work is to commence.

Any work scheduled for weekends will be arranged forty-eight (48) hours in advance.

All work shall be FINALLY COMPLETED within the time frame noted in each task order or on each Purchase Order.
32. PHASING MILESTONES
PHASING MILESTONES: Substantial Completion and Final Completion Dates for each Phase must be accomplished in an orderly and timely manner in order to complete the Project on time and not delay or hinder the Owner's occupancy of the completed Project. The Substantial Completion and Final Completion Dates are set forth the Contract. These dates shall be binding upon the Contractor, subject to the provision of the Contract Documents allowing for agreed upon extensions of the Contract Period. The Contractor shall include each of these dates in its Project Schedule in accordance with scheduling standards.

33. SUBSTANTIAL COMPLETION
When the Contractor considers that the Work, or such portion or phase thereof which the Owner agrees in writing to accept separately, is Substantially Complete, the Contractor shall provide the Owner and the Owner’s Representatives written notification of such fact accompanied by a complete list of Contract work items remaining to be completed (Contractor’s Punch List).

34. PUNCH LISTS
Within fourteen (14) days following receipt of the Contractor’s written notification of Substantial Completion (including a Contractor’s punch list), the Owner or Owner’s Representative (Architect) shall conduct an inspection of the Work and compile a comprehensive list of deficiencies and incomplete Work (i.e. Architect’s Punch List). The Owner or Owner’s Representative (Architect) shall then issue a Consolidated Punch List incorporating the Contractor’s and the Architect’s Punch Lists into a single list in a uniform format (“Consolidated Punch List”).

Following issuance of the Consolidated Punch List and to achieve Final Completion, unless otherwise specified in the Contract Documents. If the Work for which Final Completion is requested is not Finally Complete within the required period, it is understood and agreed by all parties that the Contractor shall become liable to the Owner for Liquidated Damages as established by the Contract, which shall continue in effect until the applicable Final Completion has been achieved.

If the Owner takes beneficial occupancy or commences use of any aspect of the Work prior to the date required for Substantial Completion of that portion of the Work, the Contractor shall notify the Owner in a timely manner when access to such occupied or in use space or facilities is required, obtain Owner’s approval to, and coordinate access to, the spaces or facilities without disrupting the use thereof by the Owner. Until the date required for Substantial Completion of any portion of the Work occupied or used by Owner, any impact upon the Contract Period or the Contract Sum arising from such occupancy or use shall be governed by the claims submittal procedures and requirements of the Contract Documents. If the Owner takes or continues occupancy or commences or continues use of any aspect of the Work after the date required for Substantial Completion, and the Contractor requires access to the occupied or in use space or facility, prior to Final Completion, and is currently occupying and in use of any aspects of the Work, the Contractor shall notify the Owner in a timely manner, obtain Owner’s approval to, and coordinate access to, the spaces or facilities without disrupting the use thereof the spaces by the Owner. Should the Contractor require access to such spaces or facilities to perform complete any portion of the Work, including but not limited to Punch List item repairs, require the temporary removal of furniture or other items and furnishings put in place by the Owner, the Contractor shall at its own cost and effort, protect any and all furniture or other items that will not be moved and timely remove and reinstall all Owners furnishings and furniture or other items within the affected spaces to their original location and condition. Contractor shall be responsible for any damage done to the Work in place, to the furniture or to other items in such event. If for any reasons, the Owner moves the furniture or other items and reinstalls them as noted above, all associated costs for time, material and labor shall be charged to the Contractor plus an administrative fee of 10%.
Except with the consent of the Owner, the Owner’s Representative shall perform no more than two
Substantial Completion inspections for any designated portion of the Work or for the entirety of the Work.
Should more than two Substantial Completion inspections be required, the Contractor shall pay the Owner
any amounts paid to the Owner’s Representative and other third-party consultants for any additional
inspections.

Should the Contractor fail to complete or correct any item on the Consolidated Punch List within the
required period, the Owner may, at any time thereafter, complete one or more items on the list with its own
forces or with such other Contractors as it deems advisable and recover from the Contractor the cost for
performing such work plus a markup of ten percent (10%) to cover administrative costs. This right of
completion shall be in addition to, and not in lieu of, any remedy otherwise provided by the Contract
Documents. Any action taken by the Owner to complete or correct any item the Contractor has failed to
complete or correct shall have no impact on the Contractor’s Warranty obligations.

35. SUBSTANTIAL COMPLETION CERTIFICATION
When the Contractor considers that the Work, or such portion or Phase thereof which the Owner agrees in
writing to accept separately, is Substantially Complete, the Contractor shall submit to the Owner and the
Owner’s Representative a written request for an inspection of the Work and a Certificate of Substantial
Completion. Sufficient notice shall be given to allow the Owner and Owner’s Representative to schedule the
inspection. Prior to requesting Owner's and Owner’s Representative's inspection for Certification of
Substantial Completion, the following must be completed:

- Submit a progress payment request coincident with or following the Substantial Completion date
claimed, showing one hundred (100 %) percent completion for the portion of the Work claimed as
Substantially Complete.
- Submit all outstanding changes to the Contract Sum which are not barred by the claims submission
procedures of the Contract Documents.
- Advise Owner of pending insurance changeover requirements.
- Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final
certifications, and similar documents.
- Obtain and submit final releases of liens, which may reserve rights for Work performed after the
date of the release, (include with Certificate of Substantial Completion) from all Subcontractors,
construction materials suppliers, and services and utilities, enabling the Owner's full and
unrestricted use of the Work and access to services and utilities, and including (where required)
Occupancy Permits, facility operating certificates, and similar releases from authorities having
jurisdiction.
- Submit two (2) electronic copies and three (3) paper copies (8- 1/2” x 11” page format in 3-ring
notebook binders, with a table of contents) of Project record documents, maintenance manuals,
final Project photographs, damage or settlement survey, property survey, and similar final Project
record information.
- Submit certifications of compliance for each test and inspection required by all Sections of the
Project Manual. The certifications shall be signed by the Contractor and by the parties conducting
the test.
- Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
- Make final change-over of locks and transmit keys to Owner, and advise Owner's personnel to
change over the security provisions.
- Complete start-up testing of systems, water and air balancing, adjust and calibrate temperature
control system, fire alarm system, generator (as required, if included in the design). Clean all HVAC
units, ducts if necessary. Remove temporary filters and install new filters in all air-handling units and
in all unit ventilators.

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• Complete all commissioning and acceptance tests.
• Complete instruction for Owner’s operating/maintenance personnel for all equipment and machinery installed under the Contract Work as specified by the Owner.
• Discontinue (or change over) and remove from Project Site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.
• Complete Final Cleaning and Repair of the Work.
• Touch up and otherwise repair and restore marred exposed finishes.
• Warranties shall become effective, once Owner and Owner’s Representative determine that the Contractor has achieved Substantial Completion and execute the Certificate of Substantial Completion.
• If the Owner partially occupies the Project Site, this shall not indicate acceptance of Substantial Completion or activation of warranties.
• The Contractor shall provide extended warranties. Warranties beginning upon acceptance and fully executed Certificate of Substantial Completion.

Upon receipt of Contractor’s request, the Owner and Owner’s Representative will either proceed with inspection or advise the Contractor of pre-requisites not fulfilled. Following inspection, the Owner and Owner’s Representative will either prepare the Certificate of Substantial Completion, or advise the Contractor of Work, or additional Work, which must be performed prior to issuance of the Certificate of Substantial Completion. Should the Owner and/or Owner’s Representative determine that the Work is not Substantially Complete, notification in writing will be given to the Contractor stating the reasons therefore. Contractor shall remedy the deficiencies in the Work and shall send to the Owner and Owner’s Representative a second written notice of Substantial Completion. The Owner and Owner’s Representative will then re-inspect the work.

If the Certificate of Substantial Completion is not issued following the second inspection, the provisions of Paragraph 34 – Punch Lists shall be applicable until the Certificate of Substantial Completion is issued.

When the Owner and Owner’s Representative concur that the Work is Substantially Complete, the Owner’s Representative shall:
• Prepare a Certificate of Substantial Completion on AIA Form G704 accompanied by Contractor’s list of items to be completed or corrected to achieve Final Completion, as verified and amended by the Owner’s Representative
• Submit the Certificate of Substantial Completion to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.
• Notify the Contractor to submit Final As-Built Mylar drawings and one digital copy, which are to be labeled "FINAL AS-BUILTS" and submitted to the Owner’s Representative for approval. Approval and acceptance by Owner of Final As-Builts shall be a condition precedent to Contractor requesting Final Completion approval.

36. FINAL COMPLETION
Upon written notification by the Contractor that the Work is Finally Complete, and upon the Contractor's submission of a final Application and Certificate for Payment, the Owner’s Representative will conduct a final inspection of the Work. If the Owner’s Representative determines that the Work is not Finally Complete, a Final Completion Punch List will be issued to Contractor.

Contractor may request a second inspection when Contractor deems the Final Completion Punch List to have been completed. If the Certificate of Final Completion is not issued following the second inspection,
the provisions of Paragraph 34 – Punch Lists shall be applicable until the Certificate of Final Completion is issued.

When the Owner’s Representative determines that the Work has been satisfactorily completed and the Contract Documents fully performed, the Owner’s Representative shall promptly prepare and issue a Final Certificate for Payment stating that to the best of the Owner’s Representative’s knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the Contract Documents is due and payable.

Final Completion shall occur within thirty (30) calendar days after the Date of Substantial Completion, or as otherwise specified in the Contract Documents.

Except with the consent of the Owner, the Owner’s Representative shall perform only Final Completion inspection for any designated portion of the Work or for the entirety of the Work. Should more than one Final Completion inspection be required, the Contractor shall pay the Owner amounts paid by the Owner to the Owner’s Representative for any additional inspections necessary to achieve Final Completion.

The Owner shall, within forty-five (45) days after receipt of the approved Final Application and Certificate for Payment, pay the Contractor the amount stated therein.

37. FAILURE TO COMPLETE
If the Contractor cannot complete the performance of the contract by the Final Completion deadline, at no cost to MCPS, the Contractor shall provide a temporary cooling solution for the school.

38. PERFORMANCE INCENTIVE FEE
The Owner shall offer to the Successful Bidder a Performance Incentive Fee. If the Successful Bidder completes the project, and has been issued an approved Final Completion Certificate by the Owner on or before July 29, 2020, MCPS shall provide the Successful Bidder a performance incentive fee of two percent (2%) of the total bid cost. If the Successful Bidder completes the project, and has been issued an approved Final Completion Certificate by the Owner between July 30, 2020 and August 5, 2020, MCPS shall provide the Successful Bidder a performance incentive fee of one percent (1%). Completion between August 6, 2020 and August 10, 2020 will not receive a performance incentive fee.

The Contractor shall not submit any change order requests or claims for additional labor, hours worked, or services solely to meet the deadline for the performance incentive. Any change order submitted not due to an MCPS change in scope/supply will not be paid or may be deducted from any applicable performance incentive fee.

39. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE
The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Owner of all claims and liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work, excepting the Contractor’s claims for interest upon final payment if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract for the Performance Bond.

40. CORRECTION OF DEFECTIVE WORK BEFORE AND DURING WARRANTY PERIOD
In the event the Work, or any portion thereof, is determined during the Warranty Period to be defective, incomplete or to have been improperly performed, the Contractor shall, within three days after written notice from the Owner, commence to remove all defective and deteriorated Work and materials and
replace it at the Contractor’s expense with Work and materials in accordance with the requirements of the
Contract Documents and to complete all incomplete Work in accordance with the Contract Documents
within a reasonable time period.

In the event the Contractor fails to commence the removal, replacement, completion or correction of such
Work within three days after the date of written notice from the Owner and to complete such Work within a
reasonable time period thereafter, the Owner will cause such Work to be performed by other Contractors
and the Contractor and its Surety under the Performance Bond will be obligated to pay the Owner all costs
incurred in the performance of such Work plus an administrative fee of ten percent (10%) within thirty (30)
days following submission by Owner to Contractor of such demand for payment.

The Contractor’s Warranty obligations shall remain in full force and effect regardless of whether the
Warranty Work was performed by the Contractor or by the Owner.

Defects or nonconformities which are remedied as a result of Warranty obligations shall subject the
remedied portion of the Work to an extended Warranty Period of one (1) year from the date upon which
such defect or nonconformity was fully remedied or from the date of Final Completion of the Project as a
whole, whichever is later, whether such Warranty Work was performed by the Contractor or by the Owner.
Any repetitive defect, failure or malfunction identified within the Warranty Period shall remain under
Warranty until it has been fully corrected and has performed without defect, failure or malfunction for a
period of one (1) year. No date other than the date of final acceptance may be established to govern the
effective date of the guaranty, unless that date is agreed upon by MCPS and the Contractor in a signed,
written document.

41. SUBSTANTIAL COMPLETION
When the Contractor considers that the Work, or such portion or phase thereof which the Owner agrees in
writing to accept separately, is Substantially Complete, the Contractor shall provide the Owner and the
Owner’s Representatives written notification of such fact accompanied by a complete list of Contract work
items remaining to be completed (Contractor’s Punch List).

42. WARRANTY
All material provided to MCPS shall be fully guaranteed by the Contractor against factory defects. The
Contractor at no expense to MCPS will correct any defects, which may occur as the result of either faulty
material or workmanship by the manufacturer within the period of the manufacturer’s standard warranty,
which the Contractor shall make available on demand. All work is guaranteed by the Contractor against
defects resulting from any latent defects, design, materials, workmanship, installation, fraud, or such gross
mistakes, as may amount to fraud, for one (1) year from the date of final acceptance of the work by MCPS in
addition to and irrespective of any manufacturer’s or supplier’s warranty.
43. **CONTRACTOR’S ACCEPTANCE OF FINAL PAYMENT**
The Contractor's acceptance of final payment constitutes a waiver of all claims against the Owner in connection with the Project, except for any claims for additional payment previously submitted in strict compliance with the claims submission requirements of the Contract Documents and not finally resolved. If at the time Contractor requests Final Payment there are claims pending which were submitted in strict compliance with the claims submission requirements of the Contract Documents, the Owner may pay undisputed portions of the Final Application and Certificate for Payment as if it were an Application and Certificate for Partial Payment. No payment, final or otherwise, shall operate to release the Contractor, or its Surety, from any obligations under the Contract.

44. **RELEASE AND REQUEST FOR FINAL PAYMENT**
Upon completion of the Work and before final payment, the Contractor will submit to the Manassas City Public Schools a signed copy of the Release and Request for Final Payment form as shown in Appendix B:

END SPECIAL TERMS AND CONDITIONS
BID FORM

Manassas City Public Schools
Office of Procurement and Contracting

IFB Number: 20-028-IFB  IFB Title: Round Elementary HVAC/BAS Replacement
Issue Date: February 3, 2020

Bid Due Date: February 26, 2020 at 2:00 pm EST, by our clock
Bid Opening Date: Promptly Following Bid Due Date

General Instructions:
The Bidder is directed to review the Invitation for Bid, the Instructions to Bidders, and all Contract Documents to understand the requirements for submitting a responsive Bid. All Bids must be submitted on this BID FORM or a copy thereof as defined in the Instructions to Bidders. All blanks in this Bid Form must be completed or noted as “Not Applicable”. A notation of “not applicable” or “N/A” shall be used only if the information requested is not a required or mandatory element of the Bid. Include only one (1) price for each line item for which a price is required. A person authorized to bind the Bidder in contractual matters must sign the Bid Form. Failure to comply with these requirements, or with any requirements stated as mandatory either in the Invitation for Bid or the Instructions to Bidders, shall result in rejection of the Bid as non-responsive, unless, at the sole discretion of MCPS, the omission does not affect price, quantity, quality or time. The Owner has no authority to waive failure to comply with requirements made mandatory by applicable law.

A Bid not received prior to the Bid Due Date as defined in the Invitation for Bid will not be considered. The time a Bid is received shall be determined as stated in the Invitation for Bid.

The apparent low Bidder(s) will be determined by the Bid Response Form

1. The undersigned Bidder declares that it has informed itself full of all conditions pertaining to the Work and to the location where the Work is to be performed; that it has examined the Bid Documents and Contract Documents, including the Agreement between Owner and Contractor, Conditions of the Contract (General and other conditions), Instructions to Bidders, the Drawings, the Specifications, all Addenda, and all conditions relative to the Work to be performed.

2. The Bidder proposes and agrees, if this Bid is accepted within the number of days provided for in the Instruction to Bidders, to enter into a Contract with the Owner in the form of Contract specified, for the Contract Sum, and within the Contract Period indicated in the Bid Documents to furnish all necessary material, equipment, machinery, apparatus, transportation, and labor as required to complete the project indicated on this Bid Form.

3. The Bidder certifies that it has not combined, conspired, or agreed to intentionally rig, alter, or otherwise manipulate, or to cause to be rigged, altered, or otherwise manipulated this Bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with Manassas City Public Schools.

4. Manassas City Public Schools requires a minimum of forty-five (45) days after receipt of an approved Application for Payment (invoice) be allowed for payment. Manassas City Public Schools endeavors to pay Application for Payment (invoice) with their Virginia Gold Card (P-Card) whenever possible, with no additional fees associated with its use.
5. Any notation on the exterior of the envelope purporting to alter, amend, modify, or revise the Bid will be disregarded.

6. The Bidder certifies that it will comply with all provisions of the Virginia Public Procurement Act and with the regulations of Manassas City Public Schools.

7. In submitting this Bid, Bidder represents, as more fully set forth elsewhere in the Bid and Contract Documents:
   a. Owner has recommended the Bidder examine the site and locality where the Work is to be, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as Bidder deems necessary.
   b. Bidder acknowledges that Owner and Owner’s Representative (Architect) do not assume responsibility for the accuracy of dimensions or completeness of information and data shown or indicated in the Bid Documents with respect to existing facilities.
   c. Bidder acknowledges that it is obligated to provide to Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered or in the exercise of due diligence and reasonable care as a reasonably competent contractor for the Work to which this Bid is applicable should have discovered in the Bid and Contract Documents and the written resolution thereof by the Owner is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
   d. By submitting a response to this Invitation for Bid, Bidder represents that in preparation and submission of this Bid, Bidder 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, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.
   e. Bidder hereby certifies that, if awarded the Contract for construction of the Project, it will take all possible actions to minimize costs to Owner that are related to any disruptions in any part of the Work resulting from unforeseeable conditions which may be encountered and Work changes or additions which may be made.
   f. Bidder understands that the Award of the Contract, if any, will be made on the Total Bid unless specifically stated otherwise in the Instruction to Bidders or in this preprinted Bid Form. Bidder understands that upon award of Contract, all items specified in the Bid Documents shall be furnished unless an “or-Equal” or “Substitute Item” is accepted by Owner in accordance with the Bid Documents and Contract Documents.
   g. Bidder agrees to bear full cost of maintaining the Work until final acceptance of the Work is approved as provided by the Contract.
   h. Bid will remain subject to acceptance for one hundred twenty (120) days after the day of the Bid Opening.
   i. Owner may cancel this Invitation for Bid, and may reject any and all Bids received.

8. Bidder agrees to the required times for Substantial Completion, Final Completion, and to resulting Failure to Complete Provision as follows:
   The Work will commence in accordance with the Contract Documents and will have a Substantial Completion Date, a Final Completion Date, and Failure to Complete Provision, if any, as provided in the Contract Documents. These completion dates are subject to adjustments of the Contract Period as provided in the Contract Documents.
9. As a Mandatory Requirement, the following documents are attached to and made part of this Bid (please complete the following by checking appropriate line that applies and ensuring information is included in Bid Submission):

a. __________ Required Bid Security in the form of either a certified check, cashier’s check, cash escrow, or Bid Bond in the amount of five percent (5%) of the Bid Amount.

b. __________ Contractor’s License information in compliance with information in the Instruction to Bidders.

c. __________ Completed Attachments to Bid Form.

d. __________ Completed Appendix A to Bid Form.

e. __________ If the Bidder is a joint venture, a copy of the written joint venture agreement.

f. __________ If the Bidder is a partnership, a copy of the written partnership agreement.

g. __________ Proof of Insurance, with Insurance Accord to be supplied if successful Bidder.

h. __________ Pricing Breakdown for Total Bid in compliance with requirements of the Bid Form.

i. __________ List of Subcontractors (if applicable) for major divisions and/or features of the work in compliance with the requirements of this Bid.

Full Legal Name of Offer: (to be used for Award):

______________________________

Mailing Address: 

__________________________________________________________________________________________

Remittance Address (if Different):

__________________________________________________________________________________________

__________________________________________________________________________________________

Phone: _______________________________ Fax:______________________________

Email Address: _____________________________________________________________

Contact Person: ________________________ Title:______________________________

Tax Identification (FIN/SSN): _________________________________________

Printed Name: _____________________________________

Signature:_________________________________________   Date: ________________________
**BUSINESS TYPE**
Indicate by placing “Check” here if business is a Faith-Based Organization as described in Va. Code Ann. §2.2-4343.1. _____________________

*MCPS does not discriminate against Faith Based Organizations. The purpose of requiring this information is to permit MCPS compliance with Va. Code Ann. §2.2-4343.1.H.

Check one of the Following:

- [ ] Individual Trading in Own Name
- [ ] Individual Trading under Trade Name
- [ ] Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Limited Liability Corporation
- [ ] Registered Limited Liability Partnership
- [ ] Joint Venture
- [ ] Other (explain in the space provided below or indicate an incorporated attachment if necessary)

___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________

If doing business under a trade name, both the legal name of the Bidder and the doing-business-as trade name shall appear as the party submitting this Bid in the signature section above. If the Bidder is a joint venture, all members of the joint venture shall sign the Bid Form.

**NUMBER OF YEARS IN BUSINESS**
How many years has your organization been in the business of HVAC/BAS Replacement? _______________

How many years has your organization been in business under its present business name? _______________

**PAYMENT TERMS**
MCPS requires that a minimum of forty-five (45) days after receipt of an approved invoice by MCPS shall be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of Bids nor in any decision to award or not award. However, any offered discount will become part of any Contract with Bidder which may result from this solicitation and will be taken if payment is made within the discount period offered in the Bid. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made. If Bidder provides a prompt payment discount, the terms are as follows:

PROMPT PAYMENT TERMS: ___________________________________________________

(NOTE: COD terms are not acceptable)

**USE OF GOVERNMENT PROCUREMENT CARD**
Where applicable, MCPS endeavors to use their governmental P-Card, issued by Bank of America/VISA for payment of invoices.

- [ ] Offeror will accept the MCPS P-Card for payment of any goods and/or services regardless of cost
- [ ] Offeror does not accept the MCPS P-Card
ADDENDA
Changes or modifications to this IFB will only be made by written Addenda issued by the Purchasing Agent and designated as “Addendum No.____”. No other form of communication shall modify this IFB.

Addenda will be posted on the MCPS website under Bids and Solicitations and on eVA, the Commonwealth of Virginia’s on-line e-procurement system, at www.eva.virginia.gov.

Offerors shall ascertain prior to submitting a Proposal that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda by initialing here:

Addendum #1: _____  Addendum #2: _____  Addendum #3: _____  Addendum #4: _____ Addendum #5: _____

TRADE SECRETS OR PROPRIETARY INFORMATION
Offerors shall confirm whether their Proposal contains any information the Offeror deems proprietary or a trade secret. Information considered to be a trade secret or proprietary is to be included in the Proposal response under Tab 5. See Section IV, Proposal Requirements, D., Submission of Proprietary Information, for addition requirements.

Please mark one:
☐ Yes:  This Proposal contains information deemed to be proprietary or a trade secret. The information deemed to be proprietary or a trade secret can be located under Tab 5.
☐ No:  This Proposal does not contain information deemed to be proprietary or a trade secret.

Proprietary or Trade Secrets must conform to the Virginia Public Purchasing Act.

SWaM BUSINESSES
Is Offeror a Minority Business (as defined by the VPPA §2.2-4310)? ☐ Yes ☐ No
Is Offeror Woman Owned? ☐ Yes ☐ No
Is Offeror Service Disabled Veteran Owned? ☐ Yes ☐ No
Is Offeror a Small Business? ☐ Yes ☐ No
Is Offeror an Employment Service Organization? ☐ Yes ☐ No

None of the Above: ☐

VIRGINIA STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER *MANDATORY REQUIREMENT*
Under paragraph Section III, Instructions to Offerors, Paragraph C.8 and Section VI, Contract Terms and Conditions, the Virginia Public Purchasing Act (VPPA) §2.2-4311.2 requires the Offeror to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise by law. The Offeror shall include in its Proposal the identification number issued to it by the State Corporation Commission (SCC). For more information on how the SCC can expedite a request for an identification number, please contact the SCC directly at www.scc.virginia.gov.

Please check one (1) of the following lines that appropriately applies to the Offeror:
☐ Offeror is a Virginia business entity with the following SCC Identification Number:_______________________
(NOTE: The SCC number is NOT the Federal Tax Identification Number)
☐ Offeror is an Out-of-State (foreign) business entity that is authorized to transact business in Virginia by the SCC and has the following SCC Identification Number: ______________________________

☐ Offeror is an Out-of-State (foreign) business entity that is including with this Bid an opinion of Legal Counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

☐ Offeror shall check here if they have not completed any of the foregoing option but currently have pending before the SCC an application for authority to transact business in MCPS, and wish to be considered for a waiver to allow you to submit the SCC Identification Number after the Proposal Due Date (MCPS reserve the right, at its own discretion, to determine whether to allow such waiver).

DEBARMENT
If an Offeror answers “Yes” to any of the following, on a separate attachment, state the person or entity against whom the debarment was entered, give the location and date of the debarment, describe the project involved, and explain the circumstances relating to the debarment, including names, addresses and phone numbers of persons who might be contacted for additional information.

☐ Yes ☐ No  Is the Offeror or any officer, director, project manager, procurement manager, chief financial officer, partner or owner currently debarred from doing Federal, State or Local government work for any reason?

☐ Yes ☐ No  Has your organization or any current officer, director, project manager, procurement manager, chief financial officer, partner or owner ever been debarred from doing Federal, State or Local government work for any reason?

REFERENCES
The Bidder must provide at least three (3) commercial or public body references, which demonstrate satisfactory performance on past and current Contracts of a similar size, nature, and number of locations. All references must be for work performed within the last three (3) years preceding Bid Closing. For commercial references, provide the firm name, contact name, telephone number, facsimile and email address. For public body references, include the same information but instead of the firm name include the public body and the department or agency with which the Bidder Contracted. The required information shall be included in the spaces below:

<table>
<thead>
<tr>
<th>Firm Name/Public Body-Department</th>
<th>Contact Name</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ___________________________</td>
<td>___________</td>
<td>___________</td>
</tr>
<tr>
<td>2. ___________________________</td>
<td>___________</td>
<td>___________</td>
</tr>
<tr>
<td>3. ___________________________</td>
<td>___________</td>
<td>___________</td>
</tr>
</tbody>
</table>
CRIMINAL CONVICTION CERTIFICATION COMPLIANCE
Attached to this Bid Form as Attachment A and incorporated herein is the Contractor Certification Form regarding criminal convictions as addressed in the section of the Instructions to Bidders captioned “Certifications Regarding Criminal Convictions.” Bidder acknowledges and agrees that if it does not include the executed Attachment A – Contractor Certification Regarding Criminal Convictions as part of its Bid, the Bid shall be deemed non-responsive.

CONTRACTOR’S LICENSE
In submitting this Bid, the Bidder certifies that the firm signing this Bid and registered under that name is legally qualified, in accordance with the regulations of the Commonwealth of Virginia, Department of Professional and Occupational Regulation, Virginia Board for Contractors, to perform all work included in the Scope of Work. A Class A or Class B License with a Specialty Classification of CIC or RFC is required for this work. Please complete the following:

Registered as a Contractor under Title 54.1, Chapter 11 of the Code of Virginia:

Licensed Class: ________________ Virginia Contractor No.: ________________

Valid Until (date): ________________ Classifications: ________________

*Bidders must include a copy of the DPOR license and copies of Specialty Classifications along with their Bid.

LIST OF SUBCONTRACTORS AND IDENTIFIED DIVISIONS OR FEATURES:
Listed below are certain divisions or features of the Work contained in the Contract Documents. For any division or feature which the Bidder intends to perform itself, it is a Mandatory Requirement that the Bidder hold the classifications or specialty designations required to permit it to perform that division or feature.

For any division or feature of the Work for which the Bidder intends to have performed by a Subcontractor, the Bidder shall state below the name of each proposed Subcontractor, and shall state the Virginia Class A Contractor’s License number and expiration date for that Subcontractor. The Contractor’s License for each proposed Subcontractor shall include the classification or specialty which permits the identified Subcontractor to perform such Work.

For any Subcontractors other than those identified, all such Subcontractors shall have a Virginia Contractor’s License in compliance with the Class A, Class B, or Class C requirements established by applicable statutes and Virginia Board for Contractors Regulations. For all proposed Subcontractors other than those identified below, the successful Bidder shall have a maximum of fourteen (14) days after Notice to Proceed to submit to MCPS for vetting and approval the final list of Subcontractors, which final list shall include the previously identified Subcontractors. IF the Bidder at any time after Bid Closing seeks to change the identified Subcontractors, the Bidder shall comply with the General Requirements

ACCEPTANCE OF WORK:
By submitting a Bid, Bidder confirms that it can deliver all of the Work contained in the IFB.
THE AWARD, IF MADE, WILL BE TO A MINIMUM OF ONE (1) BIDDER WHO IS RESPONSIBLE AND PROVIDES THE LOWEST RESPONSIVE BID EVALUATION TOTAL PRICING. A PRICE MUST BE ENTERED FOR EACH ITEM TO BE CONSIDERED FOR AWARD.

If MCPS deems it necessary or in its best interests to make award to more than one (1) Bidder, the additional awards will be made to responsible Bidders submitting responsive Bids in ascending order starting with the second (2) lowest Bid Evaluation Total and continuing until, in the sole discretion of MCPS, sufficient awards have been made to fulfill the anticipated requirements. In the event multiple awards are made, no minimum percentage of the Work is guaranteed to any Contractor. When multiple awards are made, preference will be given to the Bidder submitting the lowest Bid Evaluation Total in ordering performance, subject to the reasonable discretion of MCPS in achieving prompt, efficient and acceptable performance.

TOTAL COST FOR PROJECT:
$____________________________________________________
(in numbers)

TOTAL COST FOR PROJECT:
$____________________________________________________
(in writing)

*Both numbers must match
VIRGINIA CONFLICTS OF INTEREST AND VPPA COMPLIANCE:

This Bid is subject to the provisions of §2.2-3100 et seq. of the Virginia Code, the Virginia State and Local Government Conflict of Interests Act, and Sections 2.2-4300 et seq. of the Code, the Virginia Public Procurement Act (VPPA).

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of the State and Federal law and can result in fines, prison sentences, and civil damage awards.

I certify that this this company has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this Bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with MCPS.

My signature certifies that the Bidder has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to MCPS, and that there are no principals, officers, agents, employees, or representatives of the Bidder that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to MCPS, pertaining to any and all goods, or services to be purchased or performed relating to any Contract with MCPS resulting from this solicitation and Bid.

CERTIFICATION FOR ALL OF THE ABOVE:
I hereby certify that the responses to the above representations, certification and other statements, including all attachments are accurate and complete. Should the information provide be incomplete or inaccurate I will immediately inform the Purchasing Agent. I agree to abide by all conditions of the IFB and certify that I am authorized to sign for the Bidder.

Submission of this Bid constitutes an offer, which, if accepted by Manassas City Public Schools as provided in the Bid Documents, binds the Bidder to execute and perform the Contract. If Bidder refuses to execute and perform any Contract awarded to Bidder by Manassas City Public Schools in response to this Bid, Bidder is liable to Manassas City Public Schools for the cost of reprocurement and for any increased cost in obtaining the goods or services, which are the subject of this Bid.

SIGNATURE: _____________________________________
(Person signing must be authorized to bind the Bidder in contractual matters)

NAME: __________________________________________
(Type or Print)

DATE:___________________________________________

TITLE: __________________________________________
(Required for all Bidders other than an individual person)

[Add additional signature blocks as necessary to comply with the requirements of the Invitation to Bid, the Instructions to Bidders, or this Bid Form.]
VIRGINIA CRIMINAL CONVICTION CERTIFICATION FORM

Virginia State Code 22.1-296.1 and Manassas City School Board Policy 4-29 state that “Under revised statute, as a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the Board must require the contractor to certify that the people providing the services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.” Therefore, please certify the following:

“All persons who will have direct contact with students under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.”

VIRGINIA CODE § 22.1-296.1

a. As a condition of employment for all of its public school employees, whether full-time or part-time, permanent, or temporary, every school board shall require on its application for employment certification (i) that the applicant has not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and (ii) whether the applicant has been convicted of a crime of moral turpitude. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and upon conviction the fact of said conviction shall be grounds for the board of Education to revoke such person’s license to teach.

b. Every school board shall also require on its application for employment, as a condition of employment requiring direct contact with students, whether full-time or part-time, permanent, or temporary, certification that the applicant has not been the subject of a founded case of child abuse and neglect.

c. As a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the MCPS shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

School Boards shall not be liable to materially false statements regarding the certifications required by this subsection. This subsection shall not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 Misdemeanor.

Contractor agrees that they will not hire any person whose background check reveals that they have been convicted of a felony, a Class 1 Misdemeanor, a crime of moral turpitude (lying, cheating or stealing), or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. We also agree that, after specific inquiry of any potential employee, we will not hire any person for this contract who has been the subject of a founded case of child abuse and neglect.

Firm Name: _______________________________________________ Date: __________________

Authorized Signature __________________________________________________________________

Print Name & Title ______________________________________________________________________

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**ATTACHMENT B**

**INSURANCE CHECKLIST**

Certificate of Insurance must show all coverage and endorsements indicated by “X”

<table>
<thead>
<tr>
<th>COVERAGE REQUIRED</th>
<th>LIMITS (FIGURES DENOTE MINIMUMS)</th>
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<tbody>
<tr>
<td>X 1</td>
<td>Workers’ Compensation</td>
</tr>
<tr>
<td>2</td>
<td>Employer’s Liability</td>
</tr>
<tr>
<td>X 3</td>
<td>Commercial General Liability (CGL)</td>
</tr>
<tr>
<td>4</td>
<td>Premises/Operations</td>
</tr>
<tr>
<td>X 5</td>
<td>Automobile Liability</td>
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<tr>
<td>X 6</td>
<td>Owned/Hired/Non-Owned Vehicles</td>
</tr>
<tr>
<td>7</td>
<td>Independent Contractors</td>
</tr>
<tr>
<td>8</td>
<td>Products Liability</td>
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<tr>
<td>9</td>
<td>Completed Operations</td>
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<td>Umbrella Liability</td>
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<td>13</td>
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<tr>
<td>X 14</td>
<td>Professional Liability</td>
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<tr>
<td>15</td>
<td>Miscellaneous E&amp;O</td>
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<tr>
<td>16</td>
<td>Motor Carrier Act End. (MCS-90)</td>
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<tr>
<td>17</td>
<td>Motor Cargo Insurance</td>
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<tr>
<td>18</td>
<td>Garage Liability</td>
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<tr>
<td>19</td>
<td>Garage Keepers Liability</td>
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<tr>
<td>23</td>
<td>Builder’s Risk</td>
</tr>
<tr>
<td>24</td>
<td>XCU Coverage</td>
</tr>
<tr>
<td>25</td>
<td>USL&amp;H</td>
</tr>
</tbody>
</table>

Additional Insured: MCPS, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage MCPS may possess."

Certificate Holder: Manassas City School Board, Attn: Procurement, 8700 Centreville Rd., Manassas VA 20110
ATTACHMENT C
SAFETY VIOLATIONS CERTIFICATE

List Safety Violations (Reference Section III: Special Terms and Conditions, Paragraph 29):
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

If there were no safety violations, execute the following certification:

I hereby certify that ________________________________ (Bidding Firm Name) has not received any Safety Violations described in Special Terms and Conditions Paragraph 15, which has become final within three years prior to bid submission.

________________________________________
Principal

State/Commonwealth of: ____________________
County of: _____________________________

On this ________________________ day of ______________________, 20___, after first being duly sworn appeared before me, the undersigned Notary Public, and executed the foregoing instrument and acknowledged to me that he executed the same as and for the act and deed of said firm.

________________________________________
Notary Public

____________________________
Seal

My commission expires on: _________________________, 20____
APPENDIX A
PREFERRED MAILING LABEL

It is preferred that the mailing label, as found below be used.

IF YOU CHOSE NOT TO USE THIS MAILING LABEL, YOU MUST ENSURE THE INFORMATION CONTAINED ON THIS LABEL IS SPECIFIED ON THE OUTSIDE OF THE ENVELOPE.

IF THIS INFORMATION IS NOT CONTAINED ON THE OUTSIDE OF THE ENVELOPE THE BID WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR CONTRACT AWARD.

 totalmente
MCPS will contract with the successful Bidder ("Contractor"), that contract will contain the following contract terms, and conditions, with incomplete information to be added based upon the award between MCPS and the successful Bidder. MCPS does not negotiate terms and conditions under an Invitation for Bid. As a precondition to its acceptance, MCPS may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid, those portions which do not affect the quality, quantity, price or delivery schedule. The final agreement is subject to review by an MCPS Attorney prior to being submitted to the successful Offeror for signature.

This Contract (hereinafter, "Contract") is entered into on and as of ________________, 2020 by and between the MANASSAS CITY SCHOOL BOARD, a school division of the Commonwealth of Virginia (hereinafter, “MCPS” or “Owner”), and ________________________________ located at ____________________________________________________________ located at ____________________________________________________________ a ________________________________________________________________ authorized to do business in the Commonwealth of Virginia, (hereinafter “Contractor”), for the provision of electrical maintenance, repair, and operational supplies/miscellaneous materials, identified herein, on the following terms and conditions.

The Contract consists of the following documents, all of which are incorporated into and are a part of the Contract, and which, in the event of a conflict, shall be given precedence in the order they are listed, which any Amendment or Modification having precedence over preceding provisions. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail. In the event of a conflict which is not resolved by the foregoing, the Owner (MCPS) shall determine the provision having precedence.

1. This Agreement # and all modifications properly incorporated into the Agreement
2. Scope of Work
3. Bid Documents and Addenda
4. Notice to Proceed
5. Contractor Criminal Conviction Certification Form
6. Certificate of Insurance
7. Negotiated Items List, if applicable

The Following are incorporated by reference:
8. The Bid from the Contractor

Where the terms and conditions of the Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of the Agreement shall prevail over the other Contract Documents. The Contract Documents set forth the entire Contract between MCPS and the Contractor. MCPS and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Contract, which is not contained in the Contract Documents. The Contract Documents are referred to herein as the “Contract”.

A. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter the “Work”). The primary purpose of the Work is to obtain the services of a qualified Contractor to provide and implement the Work, as fully described in the Scope of Work. The Contract Documents set forth the minimum work estimated by MCPS and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the
Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of its Work. The Contractor shall be responsible for providing the Work.

B. **STANDARD OF CARE**
The Contractor shall be responsible for the quality, technical accuracy and the coordination of all deliverables and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies that significantly affect the production environment, as determined by the Project Manager, which are discovered within a twelve-month period after final completion of Work.

C. **AUTHORITY**
The Purchasing Agent has been delegated authority for issuance of Invitations for Bid, Requests for Proposal, modifications, Purchase Orders, and Contracts awarded and approved by and for MCPS. The Purchasing Agent is authorized to enter into negotiations, change orders, contracts, or in any way obligate MCPS for indebtedness. Any Purchase Order or Contract made which is contrary to these provisions and authorities shall be of no effect and voice, and MCPS shall not be bound thereby.

D. **PERIOD OF CONTRACT AND RENEWALS**
Time is of the essence. The period of this contract shall commence on the date the Purchasing Agent or Superintendent fully executes the Contract and shall terminate on September 30, 2020.

The Work will be completed in accordance with the Contract Documents and will have the following Start, Substantial Completion, and Final Completion Dates:

- March 11, 2020 – Anticipated Notice to Proceed (NTP) for Project Administration and Contract Deliverables
- May 30, 2020 – Anticipated Notice to Proceed (NTP) for Project Site Mobilization and Construction
- August 3, 2020 – Substantial Completion
- August 10, 2020 – Final Completion

E. **CONTRACT AMOUNT**
MCPS will pay the Contractor in accordance with the firm fixed price(s) shown in Pricing Schedule. The firm fixed price shall include all of the Contractor’s fees in performance of the Work under this Contract, including but not limited to, travel, overhead and profit. The firm fixed price(s) shall not be subject to change during the Contract Term.

F. **FIXED-PRICE INCENTIVE CONTRACT**
The Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer damages if Substantial Completion, and thereafter Final Completion, of the Work, or of any individual Phase of the Work for which a Substantial Completion, and if applicable, Final Completion, is not complete within the time specified in Paragraph D above, plus any extensions thereof allowed in accordance with the Contract Documents. The Owner and the Contractor agree that an incentive percentage shall be added to this Contract.

The Owner shall provide to the Contractor a Performance Incentive Fee. If the Contractor completes the project, and has been issued an approved Final Completion Certificate by the Owner on or before July 29, 2020, MCPS shall provide the Successful Bidder a performance incentive fee of two percent (2%) of the total bid cost. If the Contractor completes the project, and has been issued an approved Final Completion Certificate by the Owner between July 30, 2020 and August 5, 2020, MCPS shall provide the Contractor a
performance incentive fee of one percent (1%). Completion between August 6, 2020 and August 10, 2020 will not receive a performance incentive fee.

The Contractor shall not submit any change order requests or claims for additional labor, hours worked, or services solely to meet the deadline for the performance incentive. Any change order submitted not due to an MCPS change in scope/supply will not be paid, or the MCPS may deduct the change order amount from the Performance Incentive Fee.

If the Contractor fails to meet the Final Completion Date listed in Paragraph D above, the Contractor shall, at no cost to MCPS, provide a temporary cooling solution, approved by Owner, to ensure students return to school in a comfortable learning environment.

G. **PAYMENT AND INVOICING**
Contractor will be paid upon acceptance of the submission of a complete invoice satisfactory to the Project Manager that meets the requirements of this section and other applicable provisions of the Contract. The Contractor will be paid net forty-five (45) days after receipt of a correct, as determined by the Project Manager, invoice approved by the MCPS Project Manager. The MCPS Purchase Order number and MCPS Contract Number shall appear on all invoices. The School Board reserves the right to withhold any or all payments or portions thereof for Contractor’s failure to perform in accordance with the provision of the Contract or any modifications thereto. Payment with MPSCS VISA P-Card is the preferred method of payment and decreases the length of time for normal check processing.

H. **INTEREST**
MCPS shall not pay any interest charges assessed by Contractor.

I. **MODIFICATIONS TO THE CONTRACT AND/OR SCOPE**
MCPS may order changes within the general scope of the Work consisting of additions, deletions, or other revisions at any time by written notice to the Contractor. Changes within the scope of the Work, 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 be compensated for any additional costs incurred as a result of such order and shall give MCPS a credit for any resulting savings. Additionally, 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 Work.

No claim may be made by the Contractor that the scope of the Work or of the Contractor’s services has been changed requiring adjustments to the amount of compensation due to the Contractor unless such adjustments have been made by a written amendment to the Contract signed by MCPS and the Contractor. No modifications to the Work can be made which will result in an increase of the original contract price by a cumulative amount of more than $50,000 or 25%, whichever is greater, without advance written approval of the School Board.

If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Manager after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Manager. The Contractor’s notice must provide to the Project Manager the amount of additional compensation claimed, together with the basis thereof and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a Proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by MCPS and the Contractor and an MCPS Purchase Order is issued covering the cost of the services to be provided under the amendment.
J. **MCPS PURCHASE ORDERS**
MCPS purchases are authorized only if an MCPS Purchase Order is issued or Credit Cards Authorization form is issued in advance of the transaction, indicating that the ordering school or department has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering school or department. MCPS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the MCPS Purchasing Agent. Contractors providing goods and/or services without a signed MCPS Purchase Order do so at their own risk and expense.

K. **REIMBURSABLE EXPENSES**
MCPS does not authorize any additional travel expenses. All expenses shall be included in the firm fixed price for the Work for MCPS. MCPS shall not approve any request for reimbursement for travel-related expenses submitted by the Contractor.

L. **ETHICS IN PUBLIC CONTRACTING**
This Contract incorporates by reference any and all Local, State and/or Federal laws related to ethics, conflicts of interest, or bribery, including but not limited to the Virginia State and Local Government Conflict of Interests Act, Code of Virginia §2.2-3100 et seq., the Virginia Governmental Frauds Act, Code of Virginia §18.2-498.1 et seq. and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their Proposal, and they have not conferred on any public employee having official responsibility for this purchase 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.

M. **PAYMENT OF SUBCONTRACTORS**
The Contractor is obligated to take one of the following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by MCPS for work performed by any subcontractor under this Contract:

a. Pay the subcontractor of the proportionate share of the total payment received from MCPS attributable to the work performed by the subcontractor under this Contract; or

b. Notify MCPS and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment with the reason for nonpayment

The Contractor is obligated to pay interest to the subcontractor or all amounts owed by the Contractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from MCPS for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in “b” above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include each of its subcontracts a provision requiring each subcontract to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor’s obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed as an obligation to MCPS. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

N. **NON-APPROPRIATION**
Manassas City Public Schools’ obligation to pay compensation due to the Contractor under the Contract or any other payment obligations under any Contract awarded pursuant to this IFB is subject to appropriations by the School Board to satisfy payment of such obligations. The School Division’s obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is
not made for any fiscal year, MCPS shall terminate the Contract, without termination charge or other liability to MCPS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever occurs first. MCPS will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after the action is completed by the School Board. However, failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds are not appropriated.

O. ANTI-DISCRIMINATION
By submitting a Proposal and during the performance of this Contract, the Contractor certifies to MCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and where applicable the Virginians with Disabilities Act, the Americans with Disabilities Act and VPPA §2.2-4311. In every Contract over $10,000 the provisions in O.a and O.b below apply. 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, 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 non-discrimination clause.

b. The Contractor, in all solicitations or advertisements for employment, 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 regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.

d. The Contractor will include the provisions listed above in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor.

P. NON-DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS
The Contractor certifies they do not discriminate against faith-based organizations. The School Board in procuring goods and/or services, or in making disbursements pursuant to this section, shall not discriminate against a faith-based organization on the basis of the organization’s religious character or impose conditions that restrict the religious character of the faith-based organization, except funds provided for expenditure pursuant to contracts with public bodies shall not be spend on religious workshop, instruction or proselytizing, or impair, diminish or discourage the exercise of religious freedom by the recipient of such goods, services or disbursements.

Q. NO EMPLOYMENT OF UNAUTHORIZED ALIENS
In accordance with the Code of Virginia §2.2-4311.1, the Contractor represents and warrants that Contractor does not, and shall not, during the performance of the Contract, knowingly employ any unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

R. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS
The key personnel and subcontractors submitted by the Contractor in this Proposal and thereafter accepted by MCPS are considered essential to the Contractor’s qualifications. The Contractor may not replace, substitute or augment any key personnel or subcontractor without prior written approval of MCPS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the MCPS Project Manager at least twenty (20) days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to allow evaluation by MCPS.
Additionally, the Contractor shall not remove or replace their approved Project Manager without written approval of MCPS. In the event of the Project Manager’s termination or resignation from the Contractor’s employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experiences and only with MCPS’ written approval.

S. PROJECT STAFF
MCPS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Work by the Contractor. If MCPS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to MCPS in a timely manner and at no additional cost to MCPS. The day-to-day supervisions and control of the Contractor’s employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor. The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall only employ persons reasonably proficient in the Work assigned.

T. DRUG-FREE WORKPLACE
During the performance of this Contract, the Contractor agrees to:

a. Provide a drug-free workplace for the Contractor’s employees;
b. 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;
c. 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
d. Include the provisions of the foregoing clauses (substituting the subcontractor or vendor for the Contractor as the obligated party) in every subcontract or purchase order $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 the specific contract awarded to the Contractor where its employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.

U. CERTIFICATIONS REGARDING FELONS AND SEX OFFENDERS
Pursuant to the Code of Virginia §22.1-296.1.C, the Contractor certifies that it and any of its employees who will have direct contact with any School Division students have not been convicted of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child. Contractor shall promptly report to MCPS any change that would make this Certification no longer accurate.

V. AUTHORIZATION TO CONDUCT BUSINESS IN VIRGINIA
The provisions of the Code of Virginia §2.2-4311.2 are incorporated herein by reference. If the Contractor is a business entity described in VA Code §2.2-4311.2.A, that Contractor must be authorized to transact business in Virginia if required by law to be so authorized and shall not allow its existence or certificate authority or registration to transact business to lapse or be revoked or cancelled during the term of this Contract.

W. INDEPENDENT CONTRACTOR
The Parties understand that the Contractor and its employees and subcontractors shall be independent contractors and not the School Board’s employees for any purpose whatsoever. This Contract shall not be construed as a partnership and the School Board shall not be liable for any obligation incurred by the Contractor. However, the Contractor shall comply with all policies, rules and regulations of the School Board.
in connection with the provision of the services under this Agreement. All services rendered by the Contractor shall be rendered in a competent, efficient, timely and satisfactory manner in strict accordance with the currently approved methods and practices in the Contractor’s professional specialty. Upon notice from MCPS, Contractor will remove any employee or subcontractor assigned to provide services under this agreement and assign another employee/subcontractor to provide those services.

X. **TAX EXEMPTION**
MCPS is exempt from the payment of Federal Excise or Virginia State and Use Tax. MCPS tax exemption number is 54-1207347. A copy of MCPS Sales and Use Tax Exemption Certificate is posted on the MCPS website.

Y. **FORCE MAJEURE**
MCPS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism or an act of God beyond control of MCPS that make performance impossible or illegal, unless otherwise specified in the Contract.

The Contractor shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current Contract, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

Z. **ANTI-TRUST**
By entering into a Contract, the Contractor conveys, sells, assigns and transfers to MCPS all rights, title and interest in and to all causes of action it may have or hereafter acquire under the antitrust laws of the United States of America and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by MCPS under said Contract.

AA. **APPLICABLE LAWS AND JURISDICTION**
This Contract and the Work performed hereafter shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. In performing the Work, the Contractor shall comply with all applicable federal, state and local laws, ordinances and regulations and be legally authorized to do business in the Commonwealth of Virginia.

BB. **ARBITRATION**
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any reference to arbitration is expressly deleted from the Contract.

CC. **NO WAIVER**
The failure of either part to exercise in any respect a right provided in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by MCPS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of MCPS. The parties intend for this provision to be read as broadly as possible.
DD. ASSIGNMENT OF CONTRACT
Neither party shall assign in whole or in part this Contract without the consent, in writing, of each party.

EE. INDEMNIFICATION

a. General Indemnification: The Contractor shall indemnify, keep and save harmless MCPS, its agents, officials, employees and volunteers against Claims that may accrue or arise against MCPS as a result of the granting a Contract, if the Claim was caused by the negligence, error or omission of the Contractor, its employees, its subcontractors or its subcontractor’s employees. As used in this Section, a Claim includes: injuries, death, damage to property, patent claims, breach of data security, suits liabilities, judgements, cost and expenses. Upon request from MCPS, the Contractor must at its own expense: appear, defend and pay all attorney’s fees and all costs and other expenses related to the Claim. If, related to the Claim, any judgment is rendered against the School Board or a settlement reached that requires MCPS to pay money, Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend MCPS as herein provided.

b. Intellectual Property Indemnification: In addition to the General Indemnification, the Contractor shall indemnify MCPS for and defend MCPS against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor’s products, software, services or deliverables. Contractor must indemnify MCPS for any loss, damage, expense or liability, including costs and reasonable attorney’s fees that may result by reason of such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of the Contractor in this paragraph, the Contractor must at its expense and within a reasonable time: i. obtain a right for MCPS to continue using such products and software, or allow Contractor to continue performing the Work; ii. modify such products, software, services or deliverables to make them non-infringing; or iii. replace such products or software with a non-infringing equivalent. If, in the Contractor’s reasonable opinion, non of the foregoing options are feasible, the Contractor must immediately notify MCPS and accept the return of the products, software, services or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to MCPS the price paid to the Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in this paragraph, however, relieves the Contractor of liability to MCPS for damages sustained by MPS by virtue of any breach of contract related to a third-party infringement claim.

c. Right to Participate in Defense: MCPS may, at its sole discretion, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires MCPS to: i. admit liability or wrongdoing; or ii. pay money. In either of these cases, the Contractor must obtain MCPS’ written prior consent before entering into such settlement or resolution.

d. No Indemnification by MCPS: The Parties agree that under applicable law MCPS cannot indemnify or defend the Contractor. Cross-indemnity provisions are not acceptable. To the extent any promise or term contained in this Contract, including any exhibits, attachments or other documents incorporated by reference therein, includes an indemnification or obligation to defend by MCPS, that promise or term is stricken from this Contract and of no effect.
GG. AUDIT
The Contractor shall retain all books, records and other documents relative to this Contract for three (3) years after final payment, or until audited by MCPS, whichever is sooner. MCPS shall have full access to and the right to examine any said materials during the retention period.

HH. OWNERSHIP OF MATERIAL AND RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose MCPS’ data or inputs. Ownership of all data, material and documentation originated and prepared by the Contractor for MCPS pursuant to the solicitation and any resulting Contract shall belong exclusively to MCPS and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

II. TERMINATION FOR CAUSE/DEFAULT
The Contract shall remain in force for the Initial Contract Term or any Renewal Contract Term(s) and until MCPS determines that all of the Contract requirements and conditions have been met. MCPS shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by MCPS at its discretion. If MCPS determines the Contractor has failed to perform satisfactorily, MCPS will give the Contractor written notice of such failure and the opportunity to cure such failures within at least fifteen (15) days before termination of the Contract takes effect (“Cure Period”). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor’s failure to provide satisfactory Contract Performance.

If through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the Contract, MCPS shall thereupon have the right to terminate the Contract, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models and reports prepared by the Contractor under the Contract shall at the option of MCPS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. However, upon termination pursuant to this section, the Contractor shall be liable to MCPS for all costs incurred by MCPS after the effective date of termination, including costs required to be expended by MCPS to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to MCPS upon demand by MCPS. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to MCPS, and MCPS shall be entitled to recover all damages to which MCPS is entitled by this Contract or by law, including, but not limited to, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by MCPS to the Contractor under the Contract and all attorney fees and costs incurred by MCPS to enforce any provision of this Contract.

If in the event any termination for cause, default or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.
JJ. **TERMINATION FOR CONVENIENCE**

MCPS reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, whenever the Purchasing Agent determines that such termination is in the best interest of MCPS. Any such termination shall be affected by delivery to the Contractor of a written notice of termination at least ten (10) days before the date of termination, specifying the extent to which performance of the Work under this Contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the Purchase Order/Contract on the date and to the extent specified. However, any Contract termination 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 termination. An equitable adjustment in the Contract price shall be made for completed services, but no amount shall be allowed for anticipated profit on unperformed services.

KK. **DISPUTE RESOLUTION**

Any dispute arising under this Contract, or its interpretation, whether involving law or fact, extra work or extra compensation or time and all claims for alleged breach of Contract, shall be submitted in writing to the Purchasing Agent who shall reduce a decision in writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. The Decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, the condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the Work upon which the claim is based, whichever occurs first. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed de in the final payment.

LL. **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

No potential Bidder, Offeror or Contractor shall institute any legal action until all administrative remedies available under the solicitation and resulting Contract have been exhausted and until all statutory requirements have been met.

MM. **NOTICES**

Unless otherwise provided herein, all notices and other communications shall be deemed to have been given when made in writing and either, delivered in person, delivered to an agent, such as an overnight or similar delivery services, or deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**CONTRACTOR:**

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

**MCPS:**

MCPS Program Manager – Russ Helton, Facilities and Maintenance
Manassas City Public Schools
8700 Centreville Rd
PO Box 520
Manassas, Virginia 20108

AND:

Guinevere Bruner, CPPB  
Purchasing Agent  
Manassas City Public Schools  
PO Box 520  
Manassas, Virginia 20108

NN. INSURANCE REQUIREMENTS

Under this Contract, the Contractor assumes all risks of direct and/or indirect damage or injury to the property or persons in connection with this Work, and of all damage or injury to any person or property resulting from any action, omission, commission or operation. All required insurance shall be maintained by the Contractor and its independent contractors at their sole expense, in full force and effect during the life of the Contract and until such time as all Work has been approved and accepted by MCPS.

Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the Contractor must obtain extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

The Contractor shall secure and maintain all insurance certificates of its subcontractor(s), which shall be made available to MCPS on demand. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to MCPS. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

Compliance by the Contractor and subcontractor(s) with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provision of the Contract. The Contractor shall be as fully responsible to MCPS for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by them.

MCPS, the School Board, its officers, employees, agents and volunteers shall be named as additional insured under all coverages except Worker’s Compensation and Automobile Liability.

OO. FAILURE TO DELIVER/SERVICE FAILURES

Failure of a Contractor to deliver goods and/or services within the time specified, or within reasonable times as interpreted by MCPS, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by MCPS, shall constitute grounds for MCPS to “Cover” by purchasing in the open market, articles or services of comparable grade or quality to replace the articles or services rejected or not delivered. On all such purchases, the Contractor shall reimburse MCPS, within a reasonable time specified by MCPS, for any expense incurred in excess of contract prices, or, in MCPS’ purchases shall be deducted from the contract quantities, if applicable. Should public necessity demand it, MCPS reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by MCPS.

PP. RESPONSIBILITY FOR SUPPLIES TENDERED

Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point, but the Contractor shall
bear all risk on rejected materials or supplies after Notice of Rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) business days, after the date of Notification, MCPS may return the rejected materials or supplies to the Contractor at his or her own risk and expense or dispose of them as its own property.

QQ. **ADVERTISING AND USE OF PROPRIETARY MARKS OR LOGOS**
The Contractor shall not use the name of Manassas City Public Schools (MCPS) or any authorized user or refer to MCPS or any authorized user, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of MCPS or such authorized user. In no event may a Contractor use a proprietary mark of MCPS or an authorized user without receiving prior written consent of MCPS.

RR. **EXTENSION OF CONTRACT TERM**
The MCPS Procurement Office, at its sole and absolute discretion, may extend the Contract Term or final Renewal Contract Term of the resultant Contract for a period of not more than six (6) months, unless specifically stated otherwise in the solicitation.

SS. **ACCESSIBILITY OF WEBSITE**
If any Work performed under this Contract results in the design, development, maintenance and responsibility for content and/or format of any MCPS websites, or MCPS’ presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled, “Accessibility of State and Local Government Websites to People with Disabilities”. The document is located at: [www.ada.gov/websites2.htm](http://www.ada.gov/websites2.htm).

IN WITNESS WHEREOF, the parities hereto have caused this Contract to be signed by their duly authorized officers.

Contractor: Manassas City Public Schools:
By: ____________________________
Title: ____________________________
Date: ____________________________

End of Agreement
APPENDIX C
RELEASE AND REQUEST FOR FINAL PAYMENT

PROJECT NAME: _____________________________________________________________________________

CONTRACT NUMBER: _________________________________________________________________________

CONTRACTOR NAME: _________________________________________________________________________

FINAL PAYMENT AMOUNT: _____________________________________________________________________

PERFORMANCE INCENTIVE FEE AMOUNT (IF APPLICABLE): _________________________________________

TOTAL PAYMENT AMOUNT: ___________________________________________________________________

FINAL CONTRACT AMOUNT: ____________________________________________________________________

The Contractor hereby requests final payment in the amount indicated on the above referenced Contract. The Contractor agrees that its acceptance of final payment releases and forever discharges Manassas City School Board and the Manassas City Public Schools and its officers, employees, servants and agents from any and all actions, claims, demands and liability of whatever nature now existing or which may hereafter arise as a result of or in connection with the above referenced Contract, with the exception of those claims previously submitted in strict compliance with the claims submission requirements of the Contract Documents and not finally resolved.

The Contractor certifies that all of the debts for labor, materials, and equipment incurred in connection with the above referenced Contract have been paid as required by the contract.

_____________________________________________                       _____________________
AUTHORIZED SIGNATURE                                                                             DATE