



INVITATION FOR BIDS (IFB)

Issue Date: May 18, 2017

IFB# RENOVATIONCLH-ANNEX062017

Title: Renovations at Charles Leonard Hardware (Annex)

Issuing Agency: District 19 Community Services Board
20 W. Bank Street, Suite 7
Petersburg, VA 23803

Using Agency And/Or Location Where Work
Will Be Performed: District 19 Community Services Board
Charles Leonard Hardware Annex
110 W. Bank Street
Petersburg, VA 23803

Sealed Bids Will Be Received Until June 16, 2017-2:00PM local time For Furnishing The Services Described Herein And Opened in Public.

All Inquiries For Information Should be Directed To: Theoria M. Nixon @ (804)862-8002 ext. 3102. Email is preferred: tnixon@d19csb.com or jharris@d19csb.com.

IF BIDS ARE MAILED, HAND DELIVERED, OR DELIVERED BY EXPRESS MAIL, TWO (2) COPIES MUST BE DELIVERED TO THE ISSUING AGENCY'S PURCHASING OFFICE at: District 19 Community Services Board, 20 W. Bank Street, Suite 7, 3rd Floor Attention: Theoria M. Nixon, Purchasing, Petersburg, VA 23803.

In Compliance With This Invitation For Bid And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Services At The Price(s) Indicated on **Attachment A**.

Name And Address Of Firm:

_____ Date: _____

_____ By: _____
(Signature in Ink)

_____ Zip Code: _____ Name: _____
(Please Print)

DUNS#: _____ Title: _____

Fax Number: (____) _____ Telephone Number: (____) _____

E-mail Address: _____

Mandatory Pre-Bid Conference will be held at 110 W. Bank St., Petersburg, VA on Thursday, June 01, 2017 at 9:00AM. Please reference for additional details in Special Terms & Conditions #21.

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (PLEASE INITIAL)

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

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1.0 PURPOSE

The purpose and intent of this Invitation for Bid (IFB) is to establish a firm fixed price lump sum contract with one qualified Contractor to provide the work as described relative to the for the Renovation of Approximately 2,704 Square Foot of the Charles Leonard Hardware Annex located at 110 W. Bank Street, Petersburg, VA 23803. The Contractor shall be responsible for providing all resources required for the scope of work including equipment, materials, accessories, labor, deliverables and expertise in accordance with the specifications, terms, and conditions included herein.

2.0 SCOPE OF WORK

Contractor shall provide all resources, permits, equipment and material required to renovate the Charles Leonard Hardware Annex to provide workspace for our Psychosocial Rehabilitation Program that will be located at 110 W. Bank St., Petersburg, VA 23803.

- A. Documents prepared on May 1, 2017 by Art & Architecture, Inc. identify the work to be performed. You may find the drawings, product selected and photos at drop site provided by Art & Architecture, Inc. at:
<https://drive.google.com/drive/folders/0BwvtY9ZzoDvrdHNRdFVXVTF3TTQ>
- B. The work consists of the renovation of approximately 2,704 square foot of the building.
- C. District 19 CSB -20 W. Bank St., Petersburg, VA will remain in operation during the construction phase. Special care will need to be taken in scheduling the construction work, to include working hours and layout areas (storage). This shall be coordinated with the Facilities Manager, Tom Harris.
- D. The Contractor shall include the cost of all dump fees and the cost of All Permits price.
- E. Work shall commence on or about the date stated on the Successfully Bidder's Bid Form or the date negotiated with District 19.
- F. Work shall be substantially complete – meaning the Facility shall be usable for its intended purpose by the number of days as identified on Successfully Bidders Bid Form or the date negotiated with District 19.
- G. All service and/or utility connection fees shall be paid directly by District 19 CSB.
- H. Title 54, Chapter 7, Code of Virginia, 1950, as amended, requires bidders to show evidence of a Certificate of Registration as a Class "A" Contractor before a bid may be received and considered on a General Contractor or Subcontractor of \$40,000 or more.

3.0 INTERPRETATION OF DOCUMENTS

- a. The work shall be performed under the Invitation for Bid which will be the Standard Form of Agreement between District 19 CSB and Contractor.

- b. Interpretation or correction should be submitted via email to tnixon@d19csb.com and copy of email to jharris@d19csb.com no later than **June 02, 2017 at 2:00PM**. Interpretation or correction of proposed Contract documents will be made only in written addendum, and will be emailed to each General Contractor that attended the Pre-Bid Conference on **June 01, 2017**. All questions shall be directed through email to tnixon@d19csb.com and copy jharris@d19csb.com. The interpretation or corrections will be returned to all the General Contractors via email by **June 05, 2017 at 2:00PM**.

It is the responsibility of the Bidder to monitor for issued addendum(s). All addendums must be signed and returned with the bid package. Copy of Solicitation and Addendums may be found at D19 CSB website: www.d19csb.com News & Resources/Procurement or drop site provided by Art & Architecture, Inc. Copies of Solicitation, Addendums and drawings, product selected and photos may be found at drop site provided by Art & Architecture, Inc. at:

<https://drive.google.com/drive/folders/0BwvtY9ZzoDvrdHNRdFVXVTF3TTQ>

4.0 SCHEDULE OF VALUES + PAYMENT APPLICATION

- (a) Submit within ten (10) days of the date established for Commencement of the Work a "Schedule of Values" in accordance with District 19 CSB, General and Special Terms and Conditions. The Schedule shall **Break-out the Electrical, Mechanical and Plumbing** items and cost. Those costs shall be **broken-out** to separate "**Labor**" and "**Materials**"
- (b) Submit within ten (10) days of the date established for Commencement of Work a separate Schedule estimating the payments amounts to be requested, based on the completion of the Construction Schedule.

5.0 CONSTRUCTION SCHEDULE

Contractor is to submit within ten (10) days of the date established for commencement of work a horizontal bar-chart-typed, construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first workday of each week. Use same breakdown of work indicated in the Schedule of Values. As work progresses, mark each bar to indicate actual completion. Coordinate each element with other activities. Show each activity in proper sequence. Indicate sequences necessary for completion of related work.

6.0 CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall obtain and pay for all permits, government fees, licenses, construction fees and inspections necessary for the execution and completion of the work. There shall be no mark-up by the Contractor for these costs.
- B. Bids must comply with the Laws of the State of Virginia and the terms and conditions of these documents.
- C. During progress of the work, the Contractor shall remove from project site all discarded materials, rubbish, scrap materials and debris resulting from the work and dispose in a licensed landfill or as otherwise as required by law. The site shall be maintained in a neat, orderly and workmanlike appearance.
- D. Contractor shall maintain the site in safe condition at all times.

- E. Contractor shall institute protective and safety procedures and install protective materials as required to ensure that work will not cause personnel injury or property damage.
- F. Contractor shall, at no additional cost to District 19, repair any damage caused by the Contractor, and shall restore to pre-existing condition, any existing structure or equipment affected by the Contractor. All such repairs must be accepted by the Facilities Manager.
- G. Contractor shall provide cones, tape, barriers, and other material as needed to mark off work areas and prevent unauthorized entry. Contractor shall not create any hazard to others; the determination of what constitutes a hazard shall be at the sole discretion of the Facilities Manager.
- H. Any conflict between drawings and specifications shall be brought to the attention of the Facilities Manager. The contractor has the ultimate responsibility for ensuring safe, adequate, and proper installation of all equipment and materials as necessary to meet existing site conditions and compliance with the latest edition of the Virginia Uniform Statewide Building Code.
- I. General contractor or primary contractor shall provide all sub-contractors with copies of the approved drawings and specifications at no expense to D19 CSB.
- J. The selected Contractor shall be responsible for providing the required number of copies of the drawings for the Building Permit submittal.
- K. Contractor is to provide a certificate of Insurance naming District 19 CSB, 20 W. Bank St., Petersburg, VA 23803 as an additional insured. This document is required within ten (10) days of the date of the award. The Certificate must contain a provision stating that the coverage will not be canceled unless a minimum of fifteen (15) days prior written notice has been received by District 19 CSB. Work will not be performed without a certificate of insurance on file at D19 CSB 20 W. Bank St., Petersburg, VA.
- L. It is the responsibility of each Bidder before submitting a Bid, to:
 - (a) examine the Bid Documents thoroughly
 - (b) visit the site at time of the mandatory pre-bid conference to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work
 - (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing the work
 - (d) study and carefully correlate Bidder's observations with the bid Documents
 - (e) Submit all bids on the forms provided. No telephone, email or fax bids will be accepted.

7.0 GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL**: This solicitation is subject to the provisions District 19 Community

Services Board *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.d19csb.com under "Vendors Manual" on the vendors tab.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION:

By submitting their bids/proposals, bidders/offerors certify to District 19 CSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

(*Code of Virginia, §2.2-4343.1E*).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING:

By submitting their bids/proposals, bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan,

subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written contract with District 19 CSB, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS:

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

G. ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to District 19 CSB all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by District 19 CSB under said contract.

H. MANDATORY USE OF CSB FORM AND TERMS AND CONDITIONS:

Failure to submit a bid on the official District 19 CSB form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bid or Unsealed Bid may be cause for rejection of the bid; however, District 19 CSB reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, District 19 CSB may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. CLARIFICATION OF TERMS:

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

J. PAYMENT:

1. To Prime Contractor:

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

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

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

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

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, District 19 CSB shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve District 19 CSB of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

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

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from District 19 CSB for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify District 19 CSB and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from District 19 CSB, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of District 19 CSB.

K. PRECEDENCE OF TERMS:

The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF DISTRICT 19 CSB FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF BIDDERS/OFFERORS:

District 19 CSB may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to District 19 CSB all such information and data for this purpose as may be requested. District 19 CSB reserves the right to inspect bidder's/offeror's

physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. District 19 CSB further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy District 19 CSB that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION:

District 19 CSB reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the contractor in whole or in part without the written consent of District 19 CSB.

O.. CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. District 19 CSB Purchasing department may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing department with all vouchers and records of expenses incurred and savings realized. The Purchasing department shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing department within thirty (30) days from the date of receipt of the written order from the Purchasing department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of District 19 CSB *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing department or with the

performance of the contract generally.

P. DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, District 19 CSB, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which District 19 CSB may have.

Q. TAXES:

Sales to District 19 CSB are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Commonwealth excise tax exemption registration number is VA 001297919.

R. INSURANCE:

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify District 19 CSB of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. District 19 CSB must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by District 19 CSB is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

S. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that District 19 CSB shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

T. BID PRICE CURRENCY:

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

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

8.0 SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by District 19 CSB, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD:** An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The CSB reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award. Bids will be binding for a period of forty-five (45) calendar days following the date of which the bids are opened.
3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Facilities Manager and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
5. **AS BUILT DRAWINGS:** The contractor shall provide the D19 CSB a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the CSB with

maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to District 19 CSB upon completion of the work and prior to final payment.

6. **CONFIDENTIALITY:** The Contractor shall adhere to the rules and regulations promulgated by the Virginia Department of Behavioral Health and Developmental Services safeguarding the confidentiality of client related information during and after the term of the contract.
7. **CONTRACT ADMINISTRATOR:** The contract administrator will be the Facilities Manager who will be responsible for monitoring contractor's performance, resolving contractual issues, and interpreting contractual terms and conditions. Further, the Contract Manager may pursue any issue(s), relating to the contract agreement that results from this solicitation that is in the best interest of the District 19 CSB. The Contract Administrator is not authorized to make or authorize changes to the contract, to approve additional work or expenditures, or to change deliverables or timeframes without informing the Purchasing Department.
8. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$750,000 or more, the bidder/offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall **place on the outside of the envelope** containing the bid/proposal and shall place in the bid/proposal over his signature **whichever of the following notations is appropriate, inserting his contractor license number:**

Licensed Class A Virginia Contractor No. _____ Specialty _____

Licensed Class B Virginia Contractor No. _____ Specialty _____

Licensed Class C Virginia Contractor No. _____ Specialty _____

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

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

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

Contractor Name: _____

If a bid is not contained in an envelope and addressed as indicated above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified.

NOTE: All bids received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received in the Issuing Agency's Purchasing Office. Bidders have the sole responsibility for assuring that bids are received in the Purchasing Office by the designated date and time.

17. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
18. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by District 19 CSB.
19. **KEYS:** If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
20. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
21. **MANDATORY PREBID CONFERENCE:** A mandatory pre-bid conference will be on **June 01, 2017 at 9:00AM at 110 W. Bank Street, Petersburg, VA 23803**. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders/offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid/proposal. Bids will only be accepted from those bidders that are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 9:10AM.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

22. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** When it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following

information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

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

24. **PROTECTION OF PERSONS AND PROPERTY:**

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

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.

25. **REFERENCES:** Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number. (See Attachment B – Contractor Data Sheet)

ORGANIZATION ADDRESS CONTACT PERSON TELEPHONE

- 1. _____
- 2. _____
- 3. _____

26. **REJECTION OF BIDS:** District 19 CSB reserves the right to reject any and all bids, to waive any formalities, when such rejection is in the best interest of the District 19 CSB, and to reject the bid of a vendor who is not in a position to perform the contract.

27. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of District 19 CSB Purchasing Department. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

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

- 1. The contractor shall:
 - a. Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;

- b. Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - c. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
2. The contractor expressly undertakes, either directly or through his subcontractor(s), to affect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the Facilities Manager not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
 3. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the Facilities Manager may do so and charge for costs thereof to the contractor.
 4. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.
 5. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the Facilities Manager. The contractor shall give ample advance notice of the need for cut-offs, which will be scheduled with the Facilities Manager.

29. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to District 19 CSB by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.

30. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form

ATTACHMENT A
BID FORM

Having carefully examined the Invitation For Bid, and drawings which are an attachment to the Invitation For Bid for District 19 Community Services Board located at 110 W. Bank St., Petersburg, VA 23803, and having carefully examined the premises, project site, and conditions affecting the Work, the undersigned proposes to furnish all materials, labor, equipment and services required by and in strict accordance with the above named Documents including the Permit cost as defined in the Invitation For Bid:

Labor \$ _____

Material \$ _____

Total Bid: \$ _____

The Undersigned agrees to begin construction on or about the _____, 2017 and have the work Substantially Completed in _____ Calendar days.

Registered Class _____ Contractor, Virginia Cert., No. _____

NAME OF CONTRACTOR: _____

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID

SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID

DATE

ATTACHMENT B
CONTRACTOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact:**

Name: _____ Phone: _____

3. **Years in Business:** indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months

4. **Vendor Information:**

FIN or FEI Number: _____ If Company, Corporation or Partnership
Social Security Number: _____ If Individual

5. Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services to. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____