



June 15, 2020

**NOTICE OF INTENT TO AWARD**

**RFP 012-0-2020LC**

**JOC Services Term Contract**

To All Offerors:

Please be advised that the Participating Agencies completed the evaluation of proposals for JOC Services under Request for Proposal (RFP) #012-0-2020LC. Centennial Contractors Enterprises, Inc. was determined to be the most fully qualified and suitable provider for the Participating Agencies. It is the intention of NNPS to award the contract to Centennial Contractors Enterprises, Inc. accordingly, effective June 25, 2020.

On behalf of Newport News Public Schools (NNPS) and the Participating Agencies, I would like to thank you for your interest in providing JOC services to our regional partners: Williamsburg-James City County Public Schools, James City County Service Authority, James City County, York County, York County Public Schools, City of Newport News, City of Hampton, Hampton City Schools, and your participation in the RFP process.

Sincerely,

*Glenn Schofield*

Glenn Schofield, C.P.M.  
Senior Procurement Specialist  
Newport News Public Schools



# REQUEST FOR PROPOSALS

**Newport News Public Schools**  
ISSUING OFFICE:

**DATE: February 25, 2020**

PURCHASING DEPARTMENT  
12465 WARWICK BOULEVARD  
NEWPORT NEWS, VA 23606-3041  
TELEPHONE: (757) 591-4525  
FAX: (757) 591-4634

Attention of Offeror is Directed To Section  
2.2-4367 to 2.2-4377 Code of Virginia  
(Ethics In Public Contracting)

<b>RFP ITEM NO.</b> 012-0-2020LC
<b>PROCUREMENT OFFICER</b> <b>Lisa Cumming</b> <b>C.P.M., CPPO, VCO</b>
<b>CLOSING DATE</b> March 24, 2020
<b>CLOSING TIME</b> 2:00 PM
<b>PREPROPOSAL CONFERENCE</b> Mandatory March 10, 2020 2:00 PM

**SEALED PROPOSALS** will be received in the Issuing Office above until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office. Newport News Public Schools is not responsible for late delivery by U.S. Postal mail or other couriers.  
All inquiries for information regarding this Request for Proposal are to be directed to the Issuing Office as defined herein.

**COMMODITY: Construction Consulting NIGP CODE: 91831**

**PLEASE FILL IN OFFEROR'S NAME & ADDRESS  
IN THE SPACES PROVIDED BELOW:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**THIS IS NOT AN ORDER**

THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS, HEREAFTER REFERRED TO AS NEWPORT NEWS PUBLIC SCHOOLS (NNPS), RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE COMPETITIVE NEGOTIATIONS PROCESS. FURTHER, NNPS RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE ENTIRE CONTENTS OF THE REQUEST FOR PROPOSALS, ANY ADDENDA, OFFEROR'S PROPOSAL AND NEGOTIATED CHANGES SHALL BE INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT.

**NNPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.**

DESCRIPTION OF GOODS/SERVICES

Job Order Contract Services

**ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 \_\_\_ #2 \_\_\_ #3 \_\_\_ #4 \_\_\_ (Please Initial)**

IN COMPLIANCE WITH THIS SOLICITATION AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

**Authorized Agent:**

_____	_____	_____	_____
	Signature		Type or Print Name
_____	_____	_____	_____
Email Address	Telephone Number	Fax Number	Company FEI/FIN#

ENCLOSURES

**ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS**

**ANTI-COLLUSION CLAUSE:**

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR 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 VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), 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.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, NNPS HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

**DRUG-FREE WORKPLACE:**

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL OFFEROR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE SUCCESSFUL OFFEROR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR THAT THE SUCCESSFUL OFFEROR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUSUCCESSFUL OFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL OFFEROR IN ACCORDANCE WITH FEDERAL LAW, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

**EMPLOYMENT DISCRIMINATION BY THE SUCESSFUL OFFEROR SHALL BE PROHIBITED:**

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES AS FOLLOWS:
  - a. THE OFFEROR, SHALL 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 SUCCESSFUL OFFEROR. THE SUCCESSFUL OFFEROR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
  - b. THE SUCCESSFUL OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR, SHALL STATE THAT SUCH SUCCESSFUL OFFEROR 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 THE REQUIREMENTS OF THIS SECTION.
2. THE SUCCESSFUL OFFEROR WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

**Name and Address of OFFEROR:** \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Federal Tax Identification Number/Social Security Number:** \_\_\_\_\_

Is Offeror a "minority" business?  Yes  No      If yes, please indicate the "minority" classification below:  
 African American     Hispanic American     American Indian     Eskimo     Asian American     Aleut     Other; Please Explain:  
 Is Offeror Woman Owned?  Yes  No  
 Is Offeror a Small Business?  Yes  No  
 Is Offeror a Faith-Based Organization?  Yes  No

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## **I. PURPOSE**

The purpose of this RFP is to solicit sealed proposals from qualified offerors to provide Job Order Contracting Services to the Newport News Public Schools, James City County, Williamsburg-James City County Public Schools, James City County Service Authority, Hampton City Schools, City of Hampton, City of Newport News, York County and York County Schools hereafter referred to as Participating Agencies.

## **II. BACKGROUND**

NNPS educates 28,650 students in 4 early childhood centers, 24 elementary schools, 7 middle schools, 1 middle-high combination school and 5 high schools. There are also programs available for at-risk students in addition to special education programs. The school division has approximately 4,600 employees of which 2,125 are teachers. A listing of NNPS and their locations may be accessed via NNPS's official web site at <http://sbo.nn.k12.va.us/schools>.

NNPS serves as lead agency to administer a joint procurement solicitation with the Participating Agencies to establish an agreement for job order contract services. This RFP will be administered and awarded in accordance with §2.2-4302.2 of the Virginia Code.

Each Participating Agency will establish and administer its own agreement in accordance with §2.2-4303.2 of the Virginia Code.

JOC is an indefinite quantity type contract that would enable each participating agency to accomplish repair, alteration, and minor new construction projects with a single competitively bid contract. JOC is based on a Unit Price Book ("UPB") of pre-priced items. Contractors competitively bid an adjustment factor that is applied to the prices in the UPB. The contractor will be asked to perform a series of projects one after the other. The price for each project will be the pre-set unit prices multiplied by the quantity multiplied by the competitively bid adjustment factor. The Participating Agencies expect that JOC will benefit its citizens by reducing overall project cost and shortening project schedules.

NNPS and Participating Agencies intend to procure a Job Order Contract (JOC) to provide indefinite delivery, indefinite quantity (IDIQ) construction services for minor construction, renovation, repair, replacement and alteration projects for schools, administrative offices, athletic facilities, other public school facilities, and other facilities located in Newport News, James City County, York County, and Hampton, Virginia. These services will be priced based upon a coefficient (multiplier e.g. .95 or 1.10) applied to pre-described and pre-priced tasks contained in the Unit Price Book (UPB).

### III. STATEMENT OF NEEDS

#### 1. PROPOSAL VOLUMES:

1.1 Proposals will consist of a Past Performance Volume, a Technical Volume, and a Cost Volume.

1.2 The Past Performance Volume shall include a description of the overall reputation of the Offeror and their business operations. It should also provide detailed information regarding the reputation of the Offeror and the Offeror's goods and services; the quality of the Offeror's goods and services; the Offeror's past relationship with Public School divisions; and any other relevant factors. Additional information regarding what the Offeror is required to submit can be found in the Proposal Instruction's section.

1.3 The Technical Volume will provide information on the Offeror's plan to manage the JOC to include project management, subcontracting procedures and staffing. Additional information regarding what the Offeror is required to submit can be found in the Proposal Instruction's section.

1.4 The Cost Volume will provide the Contractor's coefficients for normal hours (M-F, 7 a.m. to 5 p.m.), for "other" hours (any times other than the normal hours when Participating Agencies directs the Contractor to work), and for non pre-priced work as defined in paragraph 7. below. Also provide a brief explanation of the rationale for these coefficients and the Contractor's history for submitting claims and change orders. Additional information regarding what the Offeror is required to submit can be found in the Proposal Instruction's section.

1.5 Information obtained from any volume of the proposal, or any other public source, may be used in the evaluation. Contractor shall indicate all information considered proprietary, which may not be released outside Participating Agencies.

#### 2. UNIT PRICE BOOK

2.1 The Unit Price Book (UPB) for this Contract is the current edition of the RS Means Facilities Construction Cost Data. The Newport News, James City County, York County, and Hampton, Virginia Weighted Average City Cost Index (CCI) and the prices in the "Total, incl. O & P" column will be used. The total value of the applicable line items and their quantities will be multiplied by the City Cost Index and the designated coefficient to determine the lump sum cost of job orders. The then current version of RS Means Facilities Construction Cost Data will apply upon execution of any Contract extensions.

#### 3. CONTRACT TERM

3.1 The initial term of this Contract is one year, commencing on the Date of Award. At its sole discretion, the Participating Agencies may exercise up to two (2) renewals of one year each.

3.2 Written notice of intent to exercise renewal options will be provided to the Contractor at least sixty (60) days before the expiration date of each term. All contract extensions must be approved by the applicable Participating Agency.

#### 4. MINIMUM GUARANTEE

4.1 The minimum guaranteed annual value of the base term and each extension, if exercised, is \$75,000 per contract term. The maximum annual volume is estimated to be \$3 million. This is an estimate only and assumes that the Contractor's performance meets the highest possible standards of quality, responsiveness, customer satisfaction, and cost reasonableness. Participating Agencies reserve the right to use other methods as desired and necessary to accomplish similar work. NO VALUE ABOVE THE MINIMUM VALUE IS GUARANTEED.

4.2 The Contractor will not be required to accept any job orders below \$5,000 or above \$500,000.

## 5. NON PRE-PRICED WORK

5.1 Items that cannot be found in the UPB are considered "non pre-priced". If an item, basically the same in "form, fit, and function" can be found in the price book, it can be used to price the line item if appropriate rationale and documentation is provided in the final line item proposal. If a like item cannot be found, the Contractor will obtain three quotes and provide them to the applicable Participating Agency's Project Manager. The lowest price for an acceptable product will be accepted and will be multiplied by the non pre-priced coefficient only (no City Cost Index) to determine final price. Non pre-priced work or products will be added to the project cost proposal after coefficient and city cost index have been applied to the UPB prices.

## 6. CONTRACTOR REGISTRATION

6.1 All firms doing business in the region are required to be licensed in accordance with the Participating Agencies' Business, Professional, and Occupational Licensing Tax Ordinance.

6.2 If a contract is for seventy thousand dollars (\$70,000) or more, or if the total value of all construction, removal, repair or improvements undertaken by the Offeror within any twelve-month period is five hundred thousand dollars (\$500,000) or more, the Offeror is required under Title 54, Chapter 11, Code of Virginia (1950), as amended, to show evidence of being licensed as a "Class A Contractor". (Non Virginia licenses are not acceptable.)

6.3 Due to the estimated value of any resulting contract, all Offerors must be Class A Contractors. The Offeror will indicate their firm's Class A Virginia Contractor Number, expiration date and all classifications and specialties. Offeror must maintain a current license for the term of the contract. Newport News Public Schools will not consider a response from a vendor who is not properly licensed at the time of bid submittal. All unlicensed Offerors will be deemed not qualified.

6.4 The Offeror shall provide a copy of their Commonwealth of Virginia Contractors' License with their proposal.

## 7. ORAL EXPLANATIONS

7.1 Offerors are advised that oral explanations or instructions given by Participating Agencies' personnel during the bid process, or at any time before award of a Contract, will not be binding. Any formal information given a Offeror concerning this solicitation will be furnished to all Offerors who have formally notified NNPS of their interest in bidding on this requirement by attending the Pre-Proposal Conference. The form of notification will be a written addendum to the solicitation. Written addenda will be issued when additional information is deemed necessary, and when the lack of such information may prove prejudicial to uninformed Offerors.



All addenda issued pursuant to this solicitation must be signed and returned with the proposal on or before the proposal closing date and hour.

## 8. BONDS

8.1 The successful Offeror shall furnish a Performance Bond and a Payment Bond to Participating Agencies within fourteen (14) calendar days after receiving a copy of the executed Letter of Acceptance or a Notice of Award. The bonds shall be delivered the Issuing Office. The bonds must be issued by a surety company licensed and authorized to conduct business in the Commonwealth of Virginia. The value of each bond shall be equal to fifty percent (50%) of the estimated total volume of work under this Contract during any Contract Term (\$3 million dollars). Bond premium costs, and any payment thereof, must be mutually agreed to. A Notice to Proceed will not be issued to the Contractor until properly executed bonds are received and accepted by Newport News Public Schools or applicable Participating Agencies.

8.2 The Contractor shall be reimbursed for the bond premium cost upon submission of a properly executed invoice to the applicable Participating Agency.

8.3 Failure to provide the required bonds within fourteen (14) calendar days will constitute a material breach of the Contract, for which the applicable Participating Agency may terminate the Contract for cause.

8.4 The Contractor shall promptly furnish additional security required to protect Participating Agencies and persons supplying labor or materials under this Contract if:

- a. Any surety upon any bond furnished with this Contract becomes unacceptable to the Participating Agencies.
- b. Any surety fails to furnish reports on its financial condition as required by the applicable Participating Agency, or
- c. The Contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the applicable Participating Agency project manager.

## 9. QUALITY CONTROL PLAN

9.1 The Contractor shall submit, for Participating Agencies, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after Contract Award. This plan shall address all aspects of quality control, including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with the Participating Agency Project Manager. The Contractor shall also submit a list of proposed subcontractors for Participating Agencies' approval.

## IV. Scope of Services

### 1. GENERAL INFORMATION:

1.1 This is a fixed unit price, indefinite quantity type contract for the performance of a broad range of construction services to include minor construction, repair, renovations, alterations, and maintenance projects on an as needed basis by Newport News Public Schools and Participating Agencies. The specific work requirements will be identified in Job Orders to be issued by Newport News Public Schools or applicable Participating Agencies.

2. DOCUMENTS. The following documents shall be used in the execution of work under this Contract:

2.1 The Unit Price Book shall be the current edition of the RS Means Facility Construction Cost Data, which contains pricing information for the description of work to be accomplished in the unit of measure specified.

2.2 AIA MASTERSPEC Specifications, the most current adopted AIA MASTERSPEC or CSI SPEC LINK edition

2.3 Newport News Public Schools and Participating Agencies General Conditions and Instructions to Bidders (enclosed).

2.4 International Building Code, the most current adopted IBC code, for all trades.

2.5 Any other relevant National, State, and Local laws, codes, and regulations.

2.6 Notice of Award issued to the successful Offeror upon Contract Award.

3. WORK ORDERING. With the exceptions of emergencies, any work required under this Contract shall be ordered by issuance of a formal Newport News Public Schools or applicable Participating Agencies' Purchase Order. The process will occur as follows:

3.1 As the need exists for performance under the terms of this Contract, the Newport News Public Schools or applicable Participating Agencies Project Manager will notify the Contractor of a requirement through a Request for Proposal (RFP).

3.2 Upon receipt of the RFP, the Contractor shall respond within two (2) working days (two hours in emergencies), or as otherwise instructed by Newport News Public Schools or applicable Participating Agencies, by:

- a. Visiting the proposed site in the company of the applicable Participating Agency's Project Manager; or,
- b. Establishing contact with the applicable Participating Agencies' Project Manager to further define the scope of the requirement.

3.3 Upon completion of site investigation, the Contractor shall prepare a scope of work for the requirement and submit to applicable Participating Agencies' Project Manager within three (3) working days.

3.4 Upon approval of the scope of work, the Contractor shall provide a line item proposal of the individual tasks, quantities, and costs along with a preliminary construction schedule. The Contractor's proposal shall be submitted within five (5) working days upon scope of work approval unless otherwise specified by the applicable Participating Agency.

3.5 The Unit Price Book shall serve as the basis for establishing the value of the work to be performed. The Contractor shall not adjust any prices from the UPB without approval of the Newport News Public Schools and Participating Agencies Project Manager. Unit Prices for which the market values have significantly risen in price over the UPB will be considered for price adjustment by the Newport News Public Schools and Participating Agencies Project Manager at the request of the contractor.

3.6 Upon receipt of the Contractor's proposal, the applicable Participating Agencies' Project Manager will review the proposal for completeness and will reach agreement with the Contractor on pricing, schedule, and all other terms, prior to issuance of a Purchase Order.

3.7 The applicable Participating Agency will issue a formal Purchase Order that establishes the start date, price and the schedule.

3.8 The Purchase Order will serve as the Contractor's Notice to Proceed.

3.9 The Contractor shall submit a minimum of three (3) copies of all shop drawings to the Project Manager for approval. The applicable Participating Agency will retain two (2) copies of all shop drawings and all copies in excess of two (2) will be returned to the Contractor with approval and/or comments.

3.10 In the event the applicable Participating Agency does not issue a Purchase Order after receipt of Contractor's proposal, the applicable Participating Agency is not obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal.

3.11 In the event of emergency requirements for service, the procedures above will be expedited upon receipt of a verbal Work Authorization by the applicable Project Manager, or his designated representative. Work will commence as required and documentation will be provided as soon as possible.

#### 4. SCHEDULING OF WORK:

4.1 For each project, the applicable Participating Agency will issue a Purchase Order that will serve as a "Notice to Proceed". The first day of performance shall be the effective date specified in the Purchase Order. Any preliminary work started or materials ordered or purchased before receipt of the Purchase Order shall be at the risk and expense of the Contractor. The Contractor shall diligently prosecute the Work to completion within the time set forth in the Purchase Order and approved Construction Schedule. The period of performance includes allowance for mobilization, holidays, weekends, inclement weather, and cleanup, therefore, claims for delay based on these elements will not be allowed. When the Contractor considers the Work complete and ready for its intended use, the Contractor shall request the applicable Participating Agency to inspect the Work to determine the status of completion. When the applicable Participating Agency determines the Work to be substantially complete, the applicable Participating Agency will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Purchase Order. The Contractor shall proceed promptly to complete and correct items on the list.

4.2 Purchase of materials and equipment shall be made without interference to Participating Agencies' operations and personnel.

4.3 Furniture and portable office equipment in the immediate work area will be moved by the Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, the applicable Participating Agency will designate new locations.

4.4 The Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by the Contractor at no cost to Participating Agencies.

4.5 The Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Purchase Order at no additional cost

to Participating Agencies. Proposed traffic control methods shall be submitted to the applicable Participating Agency for final approval.

4.6 The Contractor shall be responsible for obtaining all required permits. Permits for work under this contract will be issued at no fee to the contractor by the Participating Agencies' municipality.

4.7 If the Contractor is delayed in the completion of his/her work by reason of unforeseeable causes beyond his/her control and without his/her fault of negligence, including but not restricted to acts of God or the public enemy; acts of neglect to the applicable Participating Agency, acts or neglect of any other Contractor, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion, or freight embargoes, the period specified for the completion of his/her work shall be extended by such time as shall be fixed by the applicable Participating Agency.

a. No such extension of time shall be deemed a waiver by the applicable Participating Agency 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/her obligations hereunder.

b. Should the Contractor be delayed by the applicable Participating Agency, there shall be added to the time of completion a time equal to the period of such delay caused by the Agency. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. This provision does not apply to public construction contracts.

## 5. QUALITY ASSURANCE/QUALITY CONTROL PROGRAM:

5.1 The Contractor shall submit, for Newport News Public Schools and Participating Agencies approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after Contract Award. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Participating Agencies' inspectors.

## 6. CONTRACTOR'S PROJECT GENERAL MANAGER:

6.1 The Senior Contractor Representative on-site will be the Contractor's Project General Manager. The Contractor's Project General Manager shall be knowledgeable in multiple disciplines including electrical, mechanical, HVAC, paving, landscaping, painting, roofing and plumbing. The Project General Manager's background and credentials must be acceptable to Newport News Public Schools and Participating Agencies. Registration as a Professional Engineer in the State of Virginia is desirable, but not required.

## 7. JOC PROJECT SUPPORT REQUIREMENTS:

7.1 Computer: The Contractor is to provide and maintain in an operational condition at least one computer system for Contractor JOC staff use. The Contractor shall provide all installation, removal, repair, maintenance, and updates. Computer system repair, maintenance, update, or replacement action shall be promptly initiated by the Contractor as needed; and all such actions shall be completed and the affected computer system fully operational within twenty four (24) hours. The Contractor shall have a Computer Disaster Recovery Plan to minimize impact of lost project files. A copy of the plan is to be provided to the Newport News Public Schools and Participating Agencies Project Manager within thirty (30) calendar days after Contract Award.

7.2 Computer Software: The Contractor shall provide the following software for their field office and the Newport News Public Schools and Participating Agencies' JOC Project Office:

- a. The Contractor will provide computer software that will provide the user with an automated version of the Unit Price Book items and price information, allow the user to select the desired Unit Price Book items and quantities from the automated listings and, based on these selections, will extend and total the Unit Price Book costs for project proposals. One copy of this software will be provided to Newport News Public Schools and Participating Agencies Project Manager within fifteen (15) calendar days after Contract Award. Pulsar is the preferred software but is not mandatory.
- b. The supplier of the JOC software may from time to time issue updates to, or replacements for the software. All updates to the software will be furnished to Newport News Public Schools and Participating Agencies by the Contractor at no additional cost.
- c. The Contractor shall not alter, append, delete or otherwise modify the programming, Unit Price Book items, or prices contained in JOC software, unless otherwise directed by the Newport News Public Schools and Participating Agencies.
- d. Each project proposal submitted by the Contractor shall contain a computer-generated printout of all proposed Unit Price Book items, quantities, extended prices, and total proposed cost. The unit prices should be grouped such that they correspond to the activities in the Contractor's schedule.

7.3 Unit Price Book (UPB): The Contractor shall provide the Newport News Public Schools and Participating Agencies' Project Manager with four (4) copies each of the current RS Means Facilities Construction Cost Data and any revisions thereafter.

## 8. CONTRACTOR FIELD OFFICE:

8.1 The Contractor shall be required to furnish and maintain a Field Office within the boundaries of the Participating Agencies.

8.2 Provision and payment of all utilities for the Field Office shall be the responsibility of the Contractor.

8.3 The Contractor shall be responsible for furnishing a copier, fax machine, office furnishings and supplies, and all other items necessary for the operation of the Field Office.

9. PARTICIPATING AGENCIES FURNISHED UTILITIES. Participating Agencies shall provide, free of charge to the Contractor, utilities and toilet facilities that are available at each site for work performed under this Contract as follows:

### 9.1 Water for Project Sites

- a. Participating Agencies shall furnish to the Contractor from existing Participating Agencies' facilities and without cost to the Contractor, a supply of water necessary for the performance of work under this Contract. Participating Agencies will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of the Contractor to determine the extent to which existing Participating Agencies water supply source is adequate for the needs of this Contract.
- b. All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by Participating Agencies. Said taps, connections, and accessory equipment shall be maintained by the Contractor in a workmanlike manner in accordance with the rules and regulations of the

applicable jurisdictions. Upon completion of the work, the removal of all taps, connections and accessories will be accomplished by and at the expense of the Contractor so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of applicable Participating Agencies.

## 9.2 Electricity for Project Sites

a. Participating Agencies shall furnish to the Contractor from existing Participating Agencies' facilities and without cost to the Contractor, electricity necessary for the performance of work under this Contract. Participating Agencies will in no case furnish or install any electrical facility or accessory for the purpose of this Contract. It is the responsibility of the Contractor to determine the extent to which existing Participating Agencies' electrical facilities are adequate for the needs of this Contract.

b. All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled and performed as directed and approved by the applicable Participating Agency. Said taps, connections, and accessory equipment shall be maintained by the Contractor in a workmanlike manner in accordance with the rules and regulations of the applicable jurisdictions. Upon completion of the work, the removal of all taps, connections and accessories will be accomplished by and at the expense of the Contractor so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Participating Agencies.

## 10. WORK BY PARTICIPATING AGENCIES

10.1 Participating Agencies reserve the right to undertake or award contracts for the performance of the same or similar type work as contemplated herein, and to do so will not breach or otherwise violate this Contract.

## 11. SUPERINTENDENCE BY CONTRACTOR

11.1 It shall be the Contractor's responsibility to completely supervise and direct the work under this Contract and all Subcontractors that they may utilize, using their best skill and attention. 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 Participating Agencies' Project Manager and shall be one who can be continued in that capacity for the particular job involved, unless they cease to be on the Contractor's payroll.

11.2 In addition, the Contractor shall have at least one employee, at each site, capable of communicating with Participating Agencies' employees in the English language.

## 12. POWER OF CONTRACTOR TO ACT IN AN EMERGENCY

12.1 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 applicable Participating Agencies' Project Manager as the Contractor sees fit. The Contractor shall notify the Project Manager thereof immediately thereafter.

12.2 Any compensation claimed by the Contractor due to such extra work shall be submitted to the applicable Participating Agencies Project Manager for approval.

## 13. ALL WORK SUBJECT TO CONTROL OF PROJECT MANAGER

13.1 In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the applicable Participating Agencies' Project Manager and shall perform all work to the satisfaction of the Project Manager and at such times and places, by such methods and in such manner and sequence as he/she may require. The Project Manager shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract documents, and any extra work orders and shall decide all other questions in connection with the work.

13.2 The Contractor shall employ no plans, equipment, materials, methods or persons to which the Participating Agencies' Project Manager objects and shall remove no plant, materials, equipment or other facilities from the site of the work without the Project Manager's permission. The Project Manager shall confirm in writing, any oral order, direction, requirement or determination.

#### 14. INCOMPETENT OR DISORDERLY EMPLOYEES

14.1 If any person employed on the work by the Contractor shall appear to the Participating Agencies' Project Manager to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately on the requisition of the Project Manager, and shall not again be re-employed (on subject project) except on written consent of the Project Manager.

14.2 Alcoholic beverages and illegal drugs are prohibited on the job site. Possession of alcoholic beverages or illegal drugs on the job site by a Contractor's employee will result in immediate removal of the individual from the site. Tobacco use is prohibited on participating agencies' properties unless the agency allows such usage. Any individual removed from the job site, pursuant to this section, may not return to any job site without the written consent of the Project Manager.

14.3 The Contractor shall at all times enforce proper discipline and order among his employees, and shall seek to avoid employing on the job site any unfit person or anyone not skilled in the Work assigned to him. The Project Manager reserves the right to require the Contractor to remove from the job site any employee whose actions are detrimental and disruptive to the Project. Proper discipline and order includes the wearing of appropriate clothing; inappropriate messages such as drug, sex, tobacco or alcohol messages depicted on clothing will not be tolerated and will result in immediate removal of the employee from the job site. All school properties are tobacco free; smoking is banned from all school properties. Adequate sanitary facilities shall be provided by the Contractor. The Contractor shall be responsible for complying with all OSHA, Virginia OSHA, NFPA, NEC, etc. requirements. Contractor shall provide to the applicable Participating Agency's Project Manager, its Employee Worker Safety Program prior to receiving the Notice to Proceed.

#### 15. IDENTIFICATION

15.1 Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative office each time a site is visited. All Contractors will be required to wear a visitor ID badge issued by the Participating Agencies' facility and display it clearly visible above the waist.

#### 16. LAYOUT OF WORK

16.1 The Contractor shall lay out their work in accordance with the Project Plans and Specifications and shall be responsible for all measurements in connection with the layout of the work. The Contractor shall furnish, as part of the coefficient, all labor, stakes, templates,

platforms, equipment, tools, materials, and labor required to layout any part of the work. The Contractor shall also be responsible for maintaining and preserving all control points established by the Project Manager. If such control points are destroyed or removed by the Contractor before their removal is authorized, the Project Manager may have them replaced and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

## 17. PLANS AND SPECIFICATIONS – INTERPRETATIONS

17.1 The Contractor shall keep at the site of the work, one copy of the plans and specifications signed and identified by the Participating Agencies' Project Manager and shall at all times give the Project Manager and other representatives of the Owner access. Anything shown on the plans and not mentioned in the specifications, or mentioned in the specifications and not shown in the plans, shall have the same effect as if shown or mentioned respectively in both. In case of any conflict or inconsistency between the plans and specifications, the most stringent of the two will govern. Also, any discrepancy between the figures and drawings shall be submitted by the Contractor to the Project Manager, whose decision shall be conclusive.

## 18. SITE INSPECTION

18.1 The Contractor is expected to have become familiar with and taken into consideration, site conditions that may affect the work and to check all dimensions at the site.

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

18.3 The Contractor shall examine the premises and the site and compare them with any applicable drawings and specifications. The Contractor shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.

18.4 No plea of ignorance of conditions that exist or may hereafter exist on the work site, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary 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.

18.5 Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or Participating Agencies' personnel at the site.

## 19. PROTECTION OF WORK AND PROPERTY

19.1 The Contractor shall at all times safely guard the Owner's property from injury or losses in connection with this Contract. The Contractor shall, at all times, safely guard and protect their own work and that of adjacent property (as provided by law and the Contract Documents) from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract Documents or by the Owner or by the Owner's duly authorized representatives. All passageways, guard fences, lights and other facilities required for protection by local authorities or local conditions must be provided and maintained.



## 20. WEATHER CONDITIONS

20.1 In the event of temporary suspension of work or during inclement weather, or whenever the Participating Agencies' Project Manager shall direct, the Contractor will cause his/her Subcontractors to protect themselves, their materials and work against damage or injury from the weather. If, in the opinion of the Project Manager, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or any of his/her Subcontractors to protect his/her work and materials, they shall be removed and replaced at the expense of the Contractor.

## 21. WORKMANSHIP

21.1 Only first-class work shall be performed and all materials furnished in carrying out this Contract shall be new and of character and quality required by the specifications. Where no standard is specified for such work or materials, they shall be the best of their respective kinds. Any unsatisfactory work done or materials furnished, at whatever time they may be discovered, shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Project Manager.

21.2 If the Contractor shall neglect or refuse to remove such unsatisfactory work or materials within 48 hours after the receipt of the above mentioned notice, or if they shall not make satisfactory progress in doing so, the Project Manager may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due the Contractor under the Contract. Upon completion of the project, the entire work shall be delivered to the Owner in perfect and complete satisfactory working condition.

## 22. STANDARD PRODUCTS

22.1 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 the satisfaction of the Project Manager, 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 Project Manager and at the expense of the Contractor.

22.2 Products, not pre-approved by the Project Manager, shall be submitted for approval prior to ordering the material.

22.3 With the following exceptions, the Contractor is free to provide materials by any manufacturer to perform work under this Contract. When pricing these items, the Contractor shall use the high range of prices available in the unit price book.

NNPS Standards:

DOORLOCKS – Best, Sargent, & Russwin

FIRE ALARM – Bosch (This would also be the intrusion alarm system we would prefer and to be installed by an authorized/certified Bosch dealer/contractor)

ROOFING – Soprema, Siplast

JCC Standards:

## GS – Facilities Equipment Standards

### Plumbing

Water Closet – American Standard/Kohler/Toto/Commercial Delta/Sloan

Urinal – American Standard/Kohler/Toto/ Commercial Delta/Sloan

Urinal – Toto Battery – TEU 1 GNC-12 {1 gallon or less}, TEU 1 LN 12 - #CP {.5 or less}/Commercial Delta

Lavatory - American Standard/Kohler/Toto/Commercial Delta

Lavatory – TEL 5 LSC-10 {.5 GPM Thermal Mix}, TEL 3 LSC-10 {.5 Tempered Line}/Commercial Delta

Toto Flush Valves – TET 1 LN 32 #CP {1.28} – {up to 1.6}/Commercial Delta

- Toto battery powered faucets with extra wall support/Commercial Delta

Showers – Commercial Delta/Symmons Temptrol (In wall shower valve with all exposed parts; chrome plated brass, pressure resistant temperature limits. ADA compliant lever handles, check stops, and 2.5 GPM flow control. Flange mounted institutional deluxe shower head.

Battery ECO Power – TET 1 GNC-32 {1.6 down to 1.28}

Provide fixture support, floor mount type with bearing plate

### Electrical

Lighting –LED 2X2 FIXTURES (22SRLD129CUNVL840CDIU) and 2X4 fixtures

(24SRLD139CUNVL840CDIU) LED for can lights

Panels & Switch Gears – Square D & GE Panels - Allow room for expansion

Switches & Sensors – Hubble/Levington

### Hardware

Dor-O-Matic - Concealed Rod, Panic Hardware

Door Closers – LCN 40/40 Series

Exterior Doors – Concealed Continuous Hinges

Keying – Schlage System (Owner to provide more detail)

### HVAC

Trane Products – Controls, Equipment

Computer Room Equip – Data Aire

Hose Bib - easy access to HVAC equipment/Roof?

Equipment Access

Electrical Outlets on Units

### Custodial

Floor Mounted Mop Sink in Closets

Size: 36X36X12 , Corlow corner mop sink with stainless steel cap on threshold or Hilow square mop sink with stainless steel cap on threshold

Closets - must be of adequate size to house supplies and equipment depending on the size of facility

### Roofing

PVC (White) – 80 mil PVC (Fiberlite)

Asphalt Shingles – GAF Timberline Cool Series(130mph, 50 year, Algae Resistant)

Pre-Finished Standing Metal Seam Roof Panels on Self Adhering Sheet Air Barrier w/Composite

Roof Insulation

### Siding

James Hardie Cementitious Siding

### Other Participating Agency Standards:

Air Conditioning – Trane

Door Locksets – Best

Door Panic Hardware – Sargent or Von Duprin

Fluorescent Lights – Lithonia

Fire Alarm – Notifier or EST

Roofing – Carlisle

\*\*\*Consult with each Participating Agency Project Manager on required standards prior to submitting proposals for requested jobs.\*\*\*

### 23. REJECTION OF INFERIOR MATERIAL

23.1 An inspection and approval of the materials by the Project Manager 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.

### 24. EXAMINATION OF DEFECTIVE WORK

24.1 If required by the Project Manager 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 for the Project Manager to make proper inspection and the Contractor shall make good again the work so pulled down, undone or opened to the Project Manager'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 Project Manager, the expenses thereby incurred shall be incurred by the Owner.

24.2 The Owner has the right to make inspections and tests, as deemed advisable, to ensure the requirements of the specifications are being fulfilled. Should it be found that the standards specified are not being satisfactorily maintained, the Owner may demand the Contractor take the steps necessary to meet those requirements. If the Contractor fails to respond to such demands, Participating Agencies may terminate the Contract for cause, in accordance with General Terms and Conditions. In this event, Participating Agencies may enter into an agreement with others and the Contractor will be liable to Participating Agencies for costs in excess of the original project amount.

### 25. INSPECTION

25.1 All work and materials shall be subject to a final inspection by an authorized representative of the applicable Participating Agency. Any omission or failure on the part of the Participating Agency Representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or material is found during inspection, the Contractor shall remove or repair, at their own expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge.

25.2 If the Contract Documents, the Owner's or his agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, the Contractor shall give the Owner or his agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the Owner or his agent or other proper authorities, be uncovered for examination at Contractor's expense.

### 26. PROJECT SITE CLEAN UP

26.1 The Contractor shall at all times keep the premises and adjacent areas free from accumulations of waste material or rubbish. Work in interior areas will be cleaned daily at the end of the work shift. At the completion of the work, the Contractor shall remove from and about the premises and adjacent areas, all rubbish, tools used for work and surplus materials and shall have the area "Broom Clean" and ready for use. The cost for clean-up will be included in the coefficient and will not be included as a line item in the unit price proposal.

26.2 In case of a dispute, the applicable Participating Agency 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 Participating Agencies' Project Manager shall determine to be fair and equitable.

## 27. PAYMENT

27.1 Participating Agencies shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by the applicable Director of Facilities or Plant Services, on estimates approved by the Participating Agencies' Project Manager. The Contractor shall furnish a breakdown of the work completed by each division from the Unit Price Book. In the preparation of estimates, the Participating Agencies' Project Manager may authorize material delivered on the site and preparatory work done to be taken into consideration if:

- a. Consideration is specifically authorized by this Contract, and;
- b. The Contractor furnishes satisfactory evidence that he has acquired title to such material and that the material will be used to perform this Contract.

27.2 In making these progress payments, there shall be retained five percent (5%) of the estimated amount until final completion and acceptance of the Work. However, if the Project Manager finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Project Manager may authorize payment to be made in full without retention. When the Work is substantially complete, the applicable Director of Facilities or Plant Services shall retain an amount that they consider adequate protection of the applicable Participating Agency and may release to the Contractor all or a portion of any excess amount.

27.3 Participating Agencies shall pay the amount due the Contractor under this Contract after:

- a. Completion and acceptance of all work;
- b. Presentation of a properly executed invoice; and,
- c. Presentation of release of all claims against the applicable Participating Agency arising by virtue of this Contract, other than claims, in stated amounts, that the Contractor has specifically accepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this Contract have been assigned. The Contractor shall complete a "Contractor's Release" and "Contractor's Affidavit of Payments and Claims", or other Contractor's release form acceptable to Participating Agencies.

27.4 The Contractor shall submit invoices, in duplicate, to the applicable Participating Agency at the address identified in the Agency Contract.

27.5 The Contractor shall pay subcontractors within seven (7) days or less after receiving payment from the applicable Participating Agency.

27.6 Separate invoices are required for each Purchase Order and each invoice shall contain the Contract Number, Project Number, and Purchase Order Number.

27.7 Participating Agencies are exempt from payment of any and all Sales Tax. A certificate of exemption and exemption number will be furnished to the Contractor. Contractor's proposals should not contain assessment of any of these taxes. Contractor's proposal shall also not include any mark-up for material or equipment beyond the unit price in the Unit Price Book.

27.8 Payment shall be considered made when the applicable Participating Agency deposits the Contractor's payment in the mail. Payments will be made within fifteen (15) calendar days provided the requirements of these payment provisions are met.

## 28. OWNER'S RIGHT TO WITHHOLD PAYMENTS

28.1 The Owner may withhold from the Contractor so much of any approved payments due him as may, in the judgment of the Owner be necessary:

28.2 To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;

28.3 To protect the Owner from loss due to defective work not remedied or;

28.4 To protect the Owner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor or of any of his/her subcontractors. The Owner shall have the right as Agent for the Contractor, to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to accrue such protection. Such applications of such money shall be deemed payments for the account of the Contractor.

## 29. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

29.1 The acceptance by the Contractor of the final payment constitutes a release to the Owner of all claims and of all liability to the Contractor for all work or materials furnished in connection with this agreement 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 the final payment if this payment is improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance Bond.

## 30. WARRANTY

30.1 All work provided under this Contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud. Copies of warranties shall be submitted to the Project Manager after completion of work.

30.2 When defective work and/or materials are found during the warranty period, the Project Manager shall notify the Contractor, in writing, and the Contractor shall respond with seven (7) calendar days of the notification. Upon receipt of notice from the Owner of failure of any item or appurtenance thereto or signs of deterioration during the warranty period, the Contractor shall, at their own expense, promptly adjust, repair or furnish and install necessary replacement parts of design, workmanship, materials approved by the Owner or replace the complete item.

## 31. DEFINITIONS

CONTRACT DOCUMENTS consist of RFP 025-0-2016LC; the Participating Agency's contract, the Contractor's proposal for each requested job, and the Participating Agency's purchase order. The CONTRACT is formed by and consists of the Contract Documents.

The OWNER is the Participating Agency's governing board.

PARTICIPATING AGENCIES are Newport News School Board also sometimes referred to as the Newport News Public Schools or NNPS, James City County, Williamsburg-James City County Public Schools, Schools, James City County Service Authority, Hampton City Schools, City of Hampton, City of Newport News, York County and York County Schools.

The WORK means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or part of a Project.

The EXTRA WORK means approved construction and services added to the Project.

The PROJECT is the total Work of which the work performed under the Contract Documents may be the whole or part and which may include construction by the Owner and by separate contractors.

The DRAWINGS are graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

The SPECIFICATIONS are that portion of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.

The OWNER REPRESENTATIVE is the person or entity identified by the Owner to make decisions with respect to the matters requiring the Owner's approval or authorization.

The PARTICIPATING AGENCIES' PROJECT MANAGER is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term Project Manager means the Project Manager or the Project Manager's authorized representative.

The WRITTEN NOTICE TO PROCEED is a document and purchase order issued by the Owner Representative requiring the Contractor to begin Work within a time specified in the Notice to Proceed.

The CHANGE ORDER is a written instrument prepared by the Project Manager and signed by the Owner, and Contractor, stating their agreement upon all of the following:

1. a change in the Work;
2. the amount of the adjustment in the Contract Sum, if any; and
3. the extent of the adjustment in the Contract Time, if any.

The CONSTRUCTION CHANGE DIRECTIVE is a written order prepared by the Project Manager and signed by the Owner, Project Manager (if different from Owner), directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.

The CONTRACT TIME is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

SUBSTANTIAL COMPLETION is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

The CONTRACT SUM is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

## **V. SPECIAL INSTRUCTIONS TO THE OFFEROR**

### **A. Definitions:**

Issuing Office:

Wherever used in this Request for Proposal, Issuing Office will be:

Lisa Cumming, Director of Procurement

Newport News Public Schools Purchasing Department

12465 Warwick Boulevard

Newport News, VA 23606-3041

Phone: (757) 591-4525

Fax: (757) 591-4593

Email: [lisa.cumming@nn.k12.va.us](mailto:lisa.cumming@nn.k12.va.us)

NNPS Owners Representative and Contract Administrator:

Wherever used in this Request for Proposal and for purposes of any notices under this contract, the NNPS Contract Administrator will be:

Wade Beverly, Executive Director, Plant Services

Newport News Public Schools Plant Services

12580 Patrick Henry Dr.

Newport News, VA 23602

Phone: (757) 881-5024, Ext. 14104

Email: wade.beverly@nn.k12.va.us

**B. Contact with NNPS Staff, Representatives, and/or Agents:**

Direct contact with NNPS staff, representatives, and/or agents other than Purchasing Department staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

**C. Offerors of Record:**

Offerors receiving a copy of this RFP from a source other than the Issuing Office via [www.eva.virginia.gov](http://www.eva.virginia.gov) must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number. Offeror will be added to the eVA Planholders' list and will receive notification of any addenda to the RFP.

**D. Preproposal Conference:**

Mandatory preproposal will be held at Plant Services, 12580 Patrick Henry Dr.

Newport News, VA 23602 on Tuesday, **March 10, 2020 at 2:00 PM**. PROPOSALS WILL NOT BE ACCEPTED FROM FIRMS THAT DO NOT ATTEND THE PRE-PROPOSAL CONFERENCE.

**E. Questions:**

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office at [lisa.cumming@nn.k12.va.us](mailto:lisa.cumming@nn.k12.va.us) no later than **4:00 PM EST, March 13, 2020**. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

Offeror is responsible for checking the [www.eva.virginia.gov](http://www.eva.virginia.gov) web site or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

**F. Changes or Modifications:**

Changes or modifications to this Request for Proposals made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this Request for Proposal. Oral communications are not a part of the Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

**G. RFP Closing:**

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this Information for Proposal. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

**H. Proposal Submittal Requirements:**

**PROPOSAL DOCUMENTS**

- 1.1 Proposals will consist of a Past Performance Volume, (original, one electronic copy, and six hard copies) a Technical Volume, (original, one electronic copy, and six hard copies) and a Cost Volume (original and one electronic copy only). The Past Performance Volume will provide information on the Contractor's past performance and relevant experience. The Technical Volume will provide information on the Offeror's plan to manage the Participating Agencies' JOC. The Cost Volume will provide the Contractor's

coefficients for normal hours (M – F, 7 AM to 5 PM), “other” hours (any times other than the normal hours when the Participating Agencies directs the Contractor to work), and coefficients for non pre-priced work, a brief explanation of the rationale for these coefficients, and the Contractor’s history for submitting claims and change orders. **INFORMATION OBTAINED FROM ANY VOLUME OF THE PROPOSAL, OR ANY OTHER PUBLIC SOURCE, MAY BE USED IN THE EVALUATION.**

- 1.2 Each volume should be placed in loose-leaf binders, securely wrapped, and marked: “Job Order Contract, RFP #012-0-2020LC. Past Performance Volume”, Technical Volume, or Cost Volume, as appropriate.

2. PAST PERFORMANCE VOLUME - The Past Performance Volume should contain the following:

- 2.1 Describe the overall reputation of the Offeror and the business operations. Provide detailed information regarding the reputation of the Offeror and the Offeror’s goods and services; the quality of the Offeror’s goods and services; the Offeror’s past relationship with Public School divisions; and any other relevant factors.

- a. Provide information to support the consistent quality of the construction performed by the contractor and other relevant services and the ability to meet schedules, operate with a minimum of disruption, and adhere to a budget
- b. Describe the firm’s past relationship with other customers with particular emphasis on partnering, teamwork, communication, and cooperation

- 2.2 List of contracts completed within the last five (5) years, or currently in progress, involving the use of multiple subcontractors on multiple projects. The following information should be provided on each contract:

- a. Customer name and location of contract
- b. Type of project and total value of work done
- c. Start date and completion date
- d. Names and phone numbers of major subcontractors, if applicable
  - e. Name, phone number, address, fax number, “e”-mail address, and position of primary point of contact. You may provide a secondary point-of-contact, if desired.

- 2.3 A matrix showing each contract completed within the last five years, or currently in progress, along the vertical axis and, across the horizontal axis, indicate those contracts involving the following functions by checking, “x”ing, or filling in the applicable blocks:

- a. JOC, SABER, DOC, and other delivery order, task order, or job order type construction services.
- b. Work on school or other educational facilities
- c. Work on multiple projects simultaneously
- d. Working with multiple subcontractors simultaneously
- e. Partnering as a member of a team consisting of the client, its customers, the contractor, and his employees and subcontractors
- f. Safety record for the past five (5) years.

- 2.4 Do not leave out any relevant projects! The Newport News Public Schools reserves the right to check references other than those submitted.



3. **TECHNICAL VOLUME** - The Technical Volume will provide information on the Offeror's plan to manage the JOC and shall specifically include the following:

- 3.1 Describe the firm's plan to manage the Participating Agencies' JOC. The Offeror will describe how they plan to staff and operate the project. The contractor's project management and subcontracting procedures and staffing will be provided in the following order:
- a. Corporate organization, their interface and support with this Contract;
  - b. Provide an organizational chart stating job titles, responsibilities and number of years of experience for each person. Identify the principals, supervisory staff and General Manager to be assigned to the Contract and state the depth of knowledge and experience in the multiple disciplines. Offerors must include in their proposal, the procedures by which key personnel assigned to a potential Contract can be reached by Participating Agencies prior to and after Contract Award. Resumes for all individuals identified above must accompany the Proposal.
  - c. Proposed interface of Contractor's staff with Participating Agencies to include communication procedures with the Participating Agencies' JOC Project Team, building occupants, and subcontractors;
  - d. Job Order Management, to include planning and preparation of job order documentation, plans, scope of work, trades packages, construction details, estimating, site supervision, turn-over packages, and close-out;
  - e. Quality Control Procedures. Describe the firm's process for ensuring quality. State how a plan will be developed for the work performed for Participating Agencies. Describe any quality problems your firm has documented in the past five (5) years. Provide documentation of JOC projects completed in the past five (5) years to show that projects have been completed on time and within budget and document change orders by percentage of the original value of the work.
  - f. Safety Procedures. Describe the contractor's safety performance over the preceding five year period including lost time injuries, actions taken to prevent accidents, and contractor's safety organization.
  - g. Subcontracting. The contractor's plan for identifying, selecting, managing, and assisting Subcontractors will be explained. Also, provide a list of proposed Subcontractors and Contingency Plan for unsatisfactory subcontract work.

4. **COST VOLUME** - The Cost Volume presents the rationale the Contractor used in computing their coefficients and claims and change order history:

- 4.1 It should show how you computed the cost of doing the work and the various elements that made up the coefficient, to include G & A, profit, overhead, labor and burden, contingencies, etc. Show the values used and the computations.
- 4.2 Remember that the bid coefficients must include all costs other than those contained in the pre-priced unit prices, including, but not be limited to: direct cost of doing the work; labor burden; overhead, G & A; profit; project office expenses; mobilization and close-out costs; insurance; compliance with environmental laws; protective clothing and equipment; traffic and work site barriers; computer equipment and software; vehicles, including maintenance, and fuel; testing; and all contingencies in connection with performing the work. **NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR ANY OF THESE ITEMS.**
- 4.3 Line Items in Division 1 of the UPB may not be used for the pricing of Job orders, as these items are to be included in the Offeror's coefficients. Specific exceptions may be

authorized if there are project specific requirements, for example engineering services, scaffolding, man lifts, and mobilization and demobilization of heavy equipment. No exception for mobilization or demobilization for small equipment or material delivery will be authorized.

- 4.4 Participating Agencies will obtain all zoning and variance approvals. The Contractor is responsible for obtaining all required permits. Permits for work under this contract will be issued by the applicable Participating Agencies' municipality at no fee to the contractor. The cost of permits should not be included in the contractor's coefficient.
- 4.5 Complete the enclosed Bid Schedule and include it in the Cost Volume. It must be signed by an officer of the Contractor's company.
- 4.6 Complete the enclosed Rider Clause and attach it to the Bid Schedule. It must be signed by an officer of the Contractor's company.
- 4.7 Provide a list of the contracts used in the Past Performance Volume including the claims and change orders for each contract showing the date, amount, whether owner or contractor generated, and any remarks desired.
- 4.8 *All proposals will be scored in accordance with paragraph I Evaluation of Proposals. If proposals scores are very close, Newport News Public Schools reserves the right to request written clarifications and/or oral presentations of the top rated Offerors. If used, instructions will be provided to those selected for further consideration. These presentations will be evaluated and scores adjusted accordingly.*

**I. Evaluation of Proposals:**

1. Newport News Public Schools has delegated the evaluation of proposals received for this solicitation to an Evaluation Committee. This Committee will determine the overall best value to the Participating Agencies using the factors and weighting described as follows.
2. Selection of the successful Offeror will be based upon the evaluation and scoring of the following factors to determine the proposal which offers the overall best value, price and other factors being considered, to Participating Agencies:
  - a. PAST PERFORMANCE VOLUME CRITERIA
    - (1) PAST PERFORMANCE (20 points). The reputation of the Offeror and the Offeror's goods and services; the quality of the Offeror's goods and services; the Offeror's past relationship with Public School divisions; and any other relevant factor that a private entity would consider in selecting a vendor.
      - (a) The overall reputation of the Offeror and his business operations
      - (b) The quality of the Offeror's construction and other relevant services and his ability to meet schedules, operate with a minimum of disruption, and adhere to a budget
      - (c) The past relationship of the Offeror with Public School divisions and other customers with particular emphasis on partnering, teamwork, communication, and cooperation.
      - (d) The Offeror's ability to work with multiple small business subcontractors and provide mentoring and technical assistance as needed.

- (e) The Offeror's performance in meeting agreed upon goals for utilization of small businesses and businesses that are disadvantaged by social, economic, or physical factors
  - (f) The Offeror's performance in managing multiple projects with multiple subcontractors simultaneously.
  - (g) The Offeror's safety record.
- (2) RELEVANT EXPERIENCE (10 points). The extent to which the Offeror is experienced in providing goods or services that can meet the Participating Agencies' needs.
- (a) The experience of the Offeror performing JOC, SABER, DOC, and other Job Order type construction services.
  - (b) The experience of the Offeror working on school or other educational facilities
  - (c) The experience of the Offeror working on multiple projects simultaneously
  - (d) The experience of the Offeror working with multiple subcontractors
  - (e) The experience of the Offeror partnering as a member of a team consisting of the client, its customers, the contractor, and his employees and subcontractors

**b. TECHNICAL VOLUME CRITERIA**

- (1) PROJECT MANAGEMENT ABILITY (proposed personnel and methodology) (15 points)
- (a) Corporate organization, and their interface and support with this JOC
  - (b) Project Organization Chart
  - (c) Position Descriptions and resumes of proposed project organization
  - (d) Interface of Contractor's staff with the Participating Agencies
  - (e) Job Order Management, to include: response to project request for proposals; planning and preparation of Job Order documentation, plans, scope of work, trade supervision, construction details, estimating, site supervision, turn-over packages, and close-out
  - (f) Communication procedures with the Participating Agencies' JOC Project Team, customers, and subcontractors
  - (g) Quality Control Procedures
  - (h) Safety Procedures
  - (i) Trade work to be performed by contractor staff, if any.
- (2) SUBCONTRACTOR MANAGEMENT ABILITY (5 points)
- (a) Plan for identifying, selecting, managing, and assisting subcontractors
  - (b) List of proposed subcontractors
  - (c) Contingency planning for unsatisfactory subcontract work

**c. COST VOLUME CRITERIA (50 points)**

- (1) The weighted value of the proposed coefficients. The normal hours coefficient will be weighted 90%, other than normal hours coefficient 5% and non pre-priced items coefficient 5%.

(2) The cost points will be awarded as follows:

- (a) The Offeror with the lowest weighted average coefficient (90% normal + 5% other than normal + 5% non pre-priced items) will score 50 cost points.
- (b) The lowest weighted average coefficient will be taken as a percentage of the subsequent lowest weighted average coefficients respectively and points awarded accordingly as illustrated below:

**EXAMPLE:**

Low weighted average coefficient - .85 > awarded 50 points

Second low weighted average coefficient - .90

$.85/.90 = .94$  (taken to two decimal places)

$.94(50) = 47$

47 points awarded to second lowest weighted average coefficient and so on.....

**CONTRACT AWARD**

1. The Evaluation Committee will evaluate and score the Past Performance Volume and Technical Volume without knowledge of the Offerors' coefficients. Cost points will be provided separately.
2. The successful Offeror will be determined by summing the past performance points, technical points and cost points.
3. The Offeror with the highest total points will be the successful Offeror.
4. Only one contract will be awarded.
5. A Notice of Award will be issued to the successful Offeror.
6. The following documents are incorporated in and are part of this Contract:
  - a. Request for Proposal RFP 012-0-2020LC
  - b. The Contractor's Proposal in response to RFP #012-0-2020LC, including Past Performance Volume, Technical Volume and Cost Volume. Where any inconsistencies exist, the terms of this Contract shall be controlling.
7. Newport News Public Schools reserves the right to reject any or all proposals in whole or in part, to waive technical defects, irregularities, and omissions if in its judgment the best interest of the Participating Agencies will be served.
8. Newport News Public Schools reserves the right to make additional awards within 180 days of the original Contract Award.

**J. Presentation/Demonstration:**

If in NNPS's opinion, vendor presentations of the Offeror's proposed services' features and capabilities are warranted, NNPS will notify the appropriate vendors. Such presentation or demonstration will be at an NNPS site at a date and time mutually agreed to between NNPS and Offeror and will be at the Offeror's expense.

**K. Cost of Responding:**

This solicitation does not commit NNPS to pay any costs incurred by the Offeror or any other party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is NNPS obligated to procure or contract for such services.

## **VI. GENERAL TERMS AND CONDITIONS**

### **L. Contract Document:**

This RFP, its addenda, Successful Offeror's proposal, any additional information requested, and negotiated changes and will constitute the final contract hereafter referred to as this "contract". These documents will be incorporated by reference into the participating agency's purchase order awarding this contract. This contract shall be governed by the contract documents in the following order of precedence:

This RFP document;

Any negotiated changes to the foregoing documents; and

Offeror's proposal

### **M. Proposal Binding For One-hundred Twenty (120) Days:**

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120)

calendar days after the scheduled closing date of this Request For Proposals.

### **N. Proprietary Information/Non-Disclosure:**

Offeror is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Offeror.

Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall:

1. Invoke the protections of this section prior to or upon submission of the data or other materials,
2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "**PROPRIETARY**".
4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
5. NNPS reserves the right to submit such information to the NNPS attorney for concurrence of the Offeror's claim that it is in fact proprietary.
6. References to the proprietary information may be made within the body of the Proposal; however, all information contained within the body of the Proposal shall be public information in accordance with State statutes.
7. Trade secrets or proprietary information submitted by an Offeror in conjunction with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
8. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.
9. An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that Offeror's costs and/or Proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

### **O. Contract Modification(s):**

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by the NNPS Purchasing Agent or his designee via issuance of a change order (purchase order).

### **P. Offeror Obligation:**

Offeror shall carefully examine the contents of this Request for Proposals and any subsequent addenda. Failure to do so shall not relieve the Successful Offeror of its obligation to fulfill the requirements of any contract awarded as a result of this RFP.

### **Q. Conditions of Work:**

Offeror shall inform itself fully of the conditions relating to services required herein. Failure to do so will not relieve a Successful Offeror of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract

**R. Prime Contractor:**

If in its performance of this contract, Successful Offeror supplies goods or services by or through another party or subcontractor, Successful Offeror agrees that:

1. Successful Offeror shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
2. Successful Offeror represents and warrants that Successful Offeror has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that NNPS is not liable to such third parties or subcontractors for any work performed under this contract.
3. The use of subcontractors and the work they perform must receive the prior written approval of NNPS. NNPS will designate a Contract Administrator to approve such work.
4. Successful Offeror shall be solely responsible for all work performed and materials provided by subcontractors.
5. Successful Offeror shall be responsible for the liability of subcontractors for the types and limits required of the Successful Offeror under this contract.

**S. Subcontractors:**

Contractor's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least ten (10) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

**T. Non-Assignment:**

Successful Offeror shall not assign its rights and duties under this Agreement without the prior written consent of the NNPS Contract Administrator.

**U. Antitrust:**

Any perceived anti-trust violation will be reported to the State Attorney General for possible enforcement of anti-trust laws.

**V. Anticollusion/Nondiscrimination Requirements Form:**

The attached "Anticollusion/Nondiscrimination Requirements" form, on page 2 of this RFP, shall be executed by Offeror and is to be submitted with Offeror's Proposal. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this RFP. A contract will not be awarded to an Offeror who has not signed the anticollusion/nondiscrimination statement.

**W. Hold Harmless/Indemnification:**

It is understood and agreed that Successful Offeror hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Successful Offeror, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Successful Offeror agrees to indemnify and hold harmless NNPS and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Successful Offeror or those for whom Successful Offeror is legally liable. Upon written demand by NNPS, Successful Offeror shall assume and defend at Successful Offeror's sole expense any and all such suits or defense of claims made against NNPS, its agents, volunteers, servants, employees or officials.

**X. Notices:**

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) NNPS business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To NNPS: NNPS Contract Administrator as designated in this RFP.

To Successful Offeror: Successful Offeror's Contract Administrator as defined in Successful Offeror's Proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

**Y. Non-Performance:**

1. Delivery Delays: NNPS reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Offeror fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.
2. Unacceptable Deliveries (Rejections): Upon notification by NNPS that goods and/or service deliverables provided by the Successful Offeror under this contract are damaged and/or not of the quality specified by NNPS, such goods and/or service deliverables will be rejected. Successful Offeror shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.
3. Successful Offeror shall remove all rejected materials, equipment or supplies from the premises of NNPS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from NNPS' premises within ten (10) days will be regarded as abandoned, shall become the property of NNPS, and NNPS shall have the right to dispose of such items.
4. NNPS reserves the right to authorize immediate purchase from other sources against rejections.
5. Liability: Successful Offeror shall be liable to NNPS for all costs incurred by NNPS as a result of Successful Offeror's failure to perform in accordance with the contract. Successful Offeror's liability shall include, but not be limited to:
  - a. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
  - b. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Offeror and/or rejections of Successful Offeror's goods and/or service deliverables.
  - c. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by NNPS due to non-responsive performance of Successful Offeror.

**Z. Termination Without Cause:**

NNPS may at any time, and for any reason, terminate this Contract by written notice to Successful Offeror specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Successful Offeror by certified mail/return receipt requested, addressed to the Successful Offeror's Contract Administrator. In the event of such termination, Successful Offeror shall be paid such amount as shall compensate Successful Offeror for the work satisfactorily completed, and accepted by NNPS, at the time of termination. If the event NNPS terminates this Contract, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to NNPS any work completed or in process for which payment has been made.

**AA. Termination With Cause/Breach:**

In the event that Successful Offeror shall for any reason or through any cause be in default of the terms of this Contract, NNPS may give Successful Offeror written notice of such default by certified mail/return receipt requested, addressed to the Successful Offeror's Contract

Administrator. Unless otherwise provided, Successful Offeror shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Successful Offeror to cure the default, NNPS may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to NNPS any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by NNPS and provisions herein with respect to opportunity to cure default shall not be applicable.

**BB. Breach of Contract:**

Successful Offeror shall be deemed in breach of this contract if the Successful Offeror:

Fails to comply with any terms of this contract;

Fails to cure such noncompliance within ten (10) calendar days from the date of the NNPS written notice or such other time frame, greater than ten (10) calendar days, specified by the NNPS Contract Administrator in the notice.

Fails to submit a written response to NNPS's notification of noncompliance within ten (10) calendar days after the date of the NNPS notice.

All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Successful Offeror shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Offeror and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of NNPS in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

**CC. Applicable Law:**

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

**DD. Compliance With All Laws:**

Successful Offeror shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Successful Offeror represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Successful Offeror is a corporation, Successful Offeror further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. All City of Newport News business license, personal property, real estate and other applicable tax requirements shall be met by Successful Offeror.

**EE. Venue:**

Venue shall be in the Circuit Court of the City of Newport News, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by NNPS.

**FF. Severability:**

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

**GG. Non-Appropriation of Funds:**

It is understood and agreed between the parties herein that NNPS shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, NNPS shall immediately notify the Successful Offeror of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to NNPS of any kind whatsoever.



**HH. Tax Exemption:**

NNPS is exempt from federal excise tax and from all State and local taxes. Successful Offeror shall not include such taxes in any invoices under this agreement. Upon request, NNPS will furnish the Successful Offeror with tax exemption certificates or the NNPS tax exempt number.

**II. Vendor's Invoices:**

Successful Offeror shall submit to NNPS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not include any costs other than those identified in the executed NNPS purchase order awarding this contract or any subsequent change orders issued by the NNPS Purchasing Division. All shipping costs are the Successful Offeror's responsibility, except to the extent such charges are identified in the executed NNPS purchase order or change orders.

Successful Offeror's invoices shall provide at a minimum:

- Type and description of the Product or Service installed, delivered and accepted;
- Serial numbers, if any;
- Quantity delivered;
- Charge for each item;
- Extended total (unit costs x quantity);
- This RFP number and the NNPS Purchase Order Number.

**JJ. Contractual Disputes:**

Any dispute concerning a question of fact as a result of a contract with NNPS which is not disposed of by agreement shall be decided by the NNPS Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the NNPS Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. 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. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

**KK. Warranty/Guarantee:**

Successful Offeror guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by NNPS. To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Offeror or Successful Offeror's workmen are responsible, to the building or equipment, to Successful Offeror's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Offeror free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Successful Offeror shall make any such replacement immediately upon receiving notice from NNPS.

**LL. Payment Terms:**

To be eligible for payment, all labor, equipment and materials covered under Successful Offeror's invoice must be completed and accepted by NNPS. NNPS agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due NNPS under the terms of this or any other agreement may be applied against Successful Offeror's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between NNPS and Successful Offeror regarding the quantity, quality, time of

delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of Proposals. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Offeror shall be Net 45 days.

#### Special Educational or Promotional Discounts

Successful Offeror shall extend any special educational or promotional sale prices or discounts immediately to NNPS during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

#### **MM. Prompt Payment:**

NNPS will promptly pay for completed, delivered goods or services accepted under this Contract by the payment date established. The required payment date will be either: (i) the date on which payment is due under the terms of this Contract for the provision of the goods or services; or (ii) if a date is not established by this Contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after the invoice is rendered, whichever is later.

Within twenty (20) days after the receipt of the invoice or goods or services, NNPS shall notify the supplier of any defect or impropriety that would prevent payment by the payment date. Should NNPS fail to pay the Contractor by the pay date, finance charges may be assessed by the Contractor. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of one percent (1%) per month. This will not apply to late payment provisions in any public utility tariffs or public utility negotiated Contracts. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

In cases where payment to Contractor is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of this Contract.

Individual Contractors shall provide to NNPS their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

Within seven (7) days after Contractor receives payment from NNPS, Contractor shall take one or more of the following actions:

1. Pay all subcontractors for the proportionate share of the total payment received from NNPS attributable to the work performed by the subcontractors under this Contract;
2. Notify NNPS and all affected subcontractors, in writing, of Contractor's intention to withhold all or a part of each affected subcontractor's payment including the reason for nonpayment.
3. Pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after (7) seven days following receipt by the Contractor of payment from NNPS for work performed by the subcontractor under that Contract, except for amounts withheld, as allowed in #2 above.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of NNPS. A Contract modification will not be made for the purpose of providing reimbursement by NNPS for interest charges owed by Contractor. A cost reimbursement claim to NNPS shall not include any amounts for reimbursement of interest charges owed by Contractor.

#### **NN. Payment by Electronic Funds Transfer (EFT)**

(a) Method of payment.

(1) All payments by Newport News Public Schools (NNPS) under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a) (2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event NNPS is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request NNPS to extend payment due dates until such time NNPS makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide NNPS with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the NNPS Accounting Department (hereafter referred to as “Accounting”) *no later than 15 days prior to submission of the first request for payment*. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the Accounting.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to Accounting.

(c) *Mechanisms for EFT payment.* NNPS may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association

(d) Suspension of payment.

(1) The NNPS is not required to make any payment under this contract until after receipt, by Accounting, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract.

(2) If the EFT information changes after submission of correct EFT information, NNPS shall begin using the changed EFT information no later than 30 days after its receipt by Accounting to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by Accounting. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor’s request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because NNPS used the Contractor’s EFT information incorrectly, NNPS remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor’s EFT information was incorrect, or was revised within 30 days of NNPS’ release of the EFT payment transaction, and—

- (i) If the funds are no longer under the control of Accounting, NNPS is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of Accounting, NNPS shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to Accounting, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to NNPS, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* NNPS is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* Accounting shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. NNPS may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods Accounting is capable of executing. However, NNPS does not guarantee that any particular format or method of delivery is available and retains the latitude to use the format and delivery method most convenient to NNPS. If NNPS makes payment by check in accordance with paragraph (a) of this clause, NNPS shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to Accounting. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

NNPS Accounting Department Designated Contact:

Accounting Department

NNPS Administration Building

12465 Warwick Blvd.

Newport News, Virginia 23606

Tel: (757)591- 4513

Steven Kanehl, Accounting Supervisor

Steve.Kanehl@nn.k12.va.us

**OO. Audits:**

NNPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Successful Offeror, including, but not limited to those kept by Successful Offeror, its employees, agents, assigns, successors and subcontractors. Successful Offeror shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to NNPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Successful Offeror's office or place of business in Newport News, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Newport News, Virginia, which is convenient for NNPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

**PP. Notice of Award:**

Any contract resulting from this RFP will be publicly posted for inspection in the NNPS Purchasing Department, 12465 Warwick Boulevard, Newport News, Virginia.

**QQ. Award:**

NNPS intends to award a contract to a fully qualified Offeror submitting the best proposal based on the criteria set forth herein and as determined by NNPS in its sole discretion. At NNPS' sole discretion, NNPS may reject any or all proposals in whole or in part if such action is determined to be in NNPS' best interest. NNPS reserves the right to enter into any contract deemed to be in its best interest, including the award of this contract to more than one contractor.

**RR. Disposition of Proposals:**

All materials submitted in response to this RFP will become the property of the NNPS. One (1) copy of each proposal will be retained for official files, will become a matter of public record after award of the contract, and will be open to public inspection subject to the *Proprietary Information/Disclosure* section of this RFP.

**SS. Exclusivity:**

Any contract resulting from this RFP shall be exclusive with the following exceptions:

- NNPS reserves the right to procure goods/services under this contract from a third party in the event of the following:
- Contractor is unable to provide required services within the required delivery time.
- Contract is unable to provide the required services requested.
- NNPS volume demands exceed original intent of the contract.

**VII. SPECIAL TERMS AND CONDITIONS**

**TT. Contract Term:**

This contract term shall be for **one (1) year**, commencing on the date of award.

**UU. Contract Extension:**

This contract may be extended upon mutual agreement of both parties for **two (2) additional, one-year periods**, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

**VV. Time is of the Essence:**

Time is of the essence in this Contract. Successful Offeror expressly acknowledges that in the performance of its obligations, NNPS is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Successful Offeror and may sustain substantial losses by reason of untimely performance.

**WW. Insurance:**

1. Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the Contract and no later than ten (10) days after award of the Contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law.
3. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-0130, as the additional insured for the specified project as outlined in this IFB. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not specifically provide.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE OWNER SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

Forms	Limits
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Umbrella/Excess Liability	\$5,000,000
Professional Liability	\$5,000,000

The establishment of minimum limits of insurance by NNPS does not reduce or limit the liability or responsibilities of the Successful Offeror.

**XX. Unauthorized Disclosure of Information:**

Successful Offeror shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this contract. The Successful Offeror shall save harmless and indemnify NNPS and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Successful Offeror shall, upon written demand by NNPS, assume and defend, at the Successful Offeror's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

Any negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. NNPS may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Successful Offeror shall save harmless and indemnify NNPS for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

**YY. CERTIFICATION REGARDING DEBARMENT**

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

\_\_\_\_\_  
Name of Official (Print and Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation

\_\_\_\_\_  
Date

### **ZZ. Data Security Clauses**

1. Network Security. Vendor agrees at all times to maintain network security that at a minimum includes: network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments. Likewise, Vendor agrees to maintain network security that conforms to generally recognized industry standards.
2. Data Security. Vendor agrees to preserve the confidentiality, integrity and accessibility of NNPS data with administrative, technical and physical measures that conform to generally recognized industry standards.
3. Data Transmission. Vendor agrees that any and all electronic transmission or exchange of system and application data with NNPS and/or any other parties expressly designated by NNPS shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with "5. Data Re-Use".
4. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement and this Addendum. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no NNPS data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by Newport News Public Schools.
5. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all NNPS data and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of NNPS, whichever shall come first. At a minimum, a "Clear" media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A -see <http://csrc.nist.gov/>.
7. Security Breach Notification. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations, or other event requiring notification under applicable law, Vendor agrees to:
  - a. Notify NNPS by telephone and e-mail of such an event within 24 hours of discovery, and;
  - b. Assume responsibility for informing all such individuals in accordance with applicable law, and;
  - c. Indemnify, hold harmless and defend NNPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

### **AAA. Using Entities/Regional Contracts**

The following entities are hereby named as participants in this solicitation:

James City County  
Williamsburg-James City County Schools  
James City County Service Authority  
York County  
York County Public Schools  
Public Schools of Hampton  
City of Hampton  
City of Newport News

Each will enter into a separate contract directly with the Successful Offeror incorporating all terms and conditions set forth in this contract, including incorporated best and final offers. Each entity will be responsible for the contract administration of its contract directly with the Contractor. NNPS assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the solicitation response.

**BBB. Certification for Contractors in Direct Contact with Students**

In accordance with the Code of Virginia, prior to making an award for services that require direct contact with students, the Contractor and any employee who will have direct contact with students must certify (i) that he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. "Direct contact with students" is defined as "being in the presence of students during regular school hours or during school-sponsored activities" A signed certification to this effect must be completed prior to Contractor entering the Owner premises . Contractor is responsible to obtain signed certifications for any subcontractors performing Work under this Contract.

**CCC. Hazardous Materials**

By acceptance of this Contract, the Contractor certifies that it has provided a list of any hazardous material to be delivered under this Contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. Additionally, the Contractor agrees to update this list during performance of the Contract, whenever the Contractor determines that any other material to be delivered under this Contract is hazardous. Failure of the Contractor to disclose this information is grounds for termination.

**DDD. Claims for Extra Compensation**

If Contractor encounters work and services not included in this Contract or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Contract and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the Project Manager in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth.

Upon written notification to the Owner; the Project Manager and Architect /Engineer (if assigned to the Project) shall promptly review any claim for extra compensation. If a claim is accepted by Owner it shall be paid as extra work in accordance with the terms of a formal Change Order executed by all parties before such work is begun.

The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the Owner to analyze the need for the extra work and the costs claimed for the work.

**EEE. Title to Equipment:**



Successful Bidder shall pass to Owner clear and unrestricted title to all equipment purchased, delivered, and accepted under this contract upon payment of the purchase price.

**FFF. Copyright/Patent Indemnity:**

Successful Offeror shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark, or patent, the Successful Offeror shall indemnify NNPS and hold NNPS harmless from any cost, expense, damage or loss incurred in any manner by NNPS on account of any such alleged or actual infringement.

**RFP 012-0-2020LC**

**JOB ORDER CONTRACT**

**BID SCHEDULE**

**NEWPORT NEWS PUBLIC SCHOOLS  
JOB ORDER CONTRACT RFP #012-0-2020LC**

**BID SCHEDULE**

This Document must be included as part of the Cost Volume

1. **Coefficient for Work during Normal Hours.** Contractor will provide construction services during Normal Hours (M – F, 7 AM to 5 PM, except for designated holidays), for the line item unit prices in the “Total, incl. O & P” column of the current edition of the R.S. Means Facility Construction Cost Data, adjusted by the Newport News, Virginia Weighted Average City Cost Index and multiplied by the **bid coefficient of \_\_\_\_**.

(Express as a decimal, e.g. .82 or 1.12, rounded-off to two decimal places.) (For purposes of cost evaluation only, it is assumed that 85% of the services will be provided during Normal Hours.)

2. **Coefficient for Work during Other Than Normal Hours.** Contractor will provide construction services, when directed by Participating Agencies, during times other than Normal for the line item unit prices in the “Total, incl. O & P” column of the current edition of the R.S. Means Facility Construction Cost Data, adjusted by the Newport News, Virginia Weighted Average City Cost Index and multiplied by the **bid coefficient of \_\_\_\_**.

(Express as a decimal, e.g. .82 or 1.12, rounded-off to two decimal places.) (For purposes of cost evaluation only, it is assumed that 15% of the services will be provided during Other Than Normal Hours.)

3. **Coefficient for Non Pre-Priced Work.** The following coefficient will be applied to prices for work or products that are not found in the unit price book and must be priced based on procedures in Paragraph 7, Information for Bidders. The value of the non pre-priced work will be multiplied by the coefficient of \_\_\_\_ to determine the final cost for the work.

The undersigned hereby agrees to provide the services in accordance with our proposal and at the bid coefficients as indicated above. We understand that there is no guarantee of work beyond the minimum guarantee of \$75,000.00

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
EIN/SSN

\_\_\_\_\_  
Authorized Agent-TYPED NAME

\_\_\_\_\_  
SIGNATURE (IN BLUE INK)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number  
Date



March 18, 2020  
**Addendum #1**  
**IMMEDIATE ATTENTION**

TO: ALL OFFERORS

RE: RFP 012-0-2020LC

Due to the COVID-19 National Emergency declaration. Newport News will now only accept **electronic copies** of the requested proposal.

To maintain the integrity of the sealed bid/proposal process; vendors must email their proposals to the following email address:

[RFP12NNPS@nn.k12.va.us](mailto:RFP12NNPS@nn.k12.va.us) prior to the due date and time specified in the RFP documents including any addenda issued.

The date/time stamp on the email with the proposal attachment is considered the delivered due date and time.

NNPS personnel will not be able to access this email inbox until after the due date and time specified on the RFP as amended.

Do not send routine correspondence to this email, only the bid/proposal files. Do not send hard copies of the proposal. Newport News Schools buildings will be inaccessible and all mail/courier service has been suspended until the buildings are open.

**Signature:** \_\_\_\_\_  
**(Offeror)**

Sincerely,

Lisa A. Cumming, CPPO, C.P.M., VCO  
Director of Procurement



March 20, 2020  
**Addendum #2**  
**IMMEDIATE ATTENTION**

TO: ALL OFFERORS

RE: RFP 012-0-2020LC

**The due date has been extended to Friday April 3, 2020.**

Due to the COVID-19 National Emergency declaration. Newport News will now only accept **electronic copies** of the requested proposal.

To maintain the integrity of the sealed bid/proposal process; vendors must email their proposals to the following email address:

[RFP12NNPS@nn.k12.va.us](mailto:RFP12NNPS@nn.k12.va.us) prior to the due date and time specified in the RFP documents including any addenda issued.

The date/time stamp on the email with the proposal attachment is considered the delivered due date and time.

NNPS personnel will not be able to access this email inbox until after the due date and time specified on the RFP as amended.

Do not send routine correspondence to this email, only the bid/proposal files. Do not send hard copies of the proposal. Newport News Schools buildings will be inaccessible and all mail/courier service has been suspended until the buildings are open.

**Signature:** \_\_\_\_\_  
**(Offeror)**

Sincerely,

Lisa A. Cumming, CPPO, C.P.M., VCO  
Director of Procurement



March 30, 2020

**Addendum #3**

**IMMEDIATE ATTENTION**

TO: ALL OFFERORS

RE: RFP 012-0-2020LC

The following responses to questions received are listed below:

1. Different weightings for the coefficients have been provided on page 26 and page 42 (Bid Schedule). Please clarify the weightings for the Normal Hours, Other Hours, and Non Pre-Priced coefficients. **Response: Delete statement on page 42 “For purposes of cost evaluation only, it is assumed that 85% of the services will be provided during Normal Hours.”. Coefficient weighting on page 26 stands as stated.**
2. Please confirm four RSMeans books and one estimating software license are required for each of the nine Participating Agencies, for a total cost of ~\$50,000 per year. **Response Newport News- Currently only software licenses are utilized. A minimum of 1 license is required; 2 is preferred.| York County Response: One for County, and One for Schools, a total of TWO| James City County: One for County, and One for Schools, a total of TWO| Newport News Public Schools requires 1 license but 2 is preferred.**
3. Would the City consider allowing contractors to update the RSMeans books and data when they become available each year such that projects are always being estimated using the then-current calendar year’s data? **Response: Yes|**
4. Please confirm that the contractor is to provide \$1.5 million in payment and performance bonds to each of the nine Participating Agencies within 15 days of receiving the Notice of Award, and that these costs will be reimbursed by each Participating Agency. **Response: Based on the past volume of work, blanket bonds in the amount of one million dollars should adequately cover the volume of work for the City of Newport News. | For HCS and City of Hampton combined bond is sufficient.| JCC/WJCC requires a payment and performance bond for \$1.5 million combined. Not one for each.| Newport News Public Schools requires blanket payment and performance bonds in the amount of \$1.5 million.**
5. If additional bonding is required due to an increase in the contract value, will bond premiums be reimbursed by the Participating Agency? **Response: NO.**
6. Please clarify if contractors are to use the CCI as printed in the RSMeans book, or the quarterly CCI in effect at the contract execution/renewal date. **Response: CCI as printed in the RSMeans book.**
7. Please confirm the if cost of the project supervision is to be included in the coefficient and will not be an allowable RSMeans line item. **Response: supervision should be included in the coefficient**

8. In light of COVID-19, would the district consider email submission rather than hardcopy submission? If so, should all volumes be submitted separately or in one combined file? **Response: See Addendum 2 previously issued which instructs how to submit the proposals electronically; All volumes should be submitted separately and within the due date and time specified in the RFP associated documents including addendums.**

9. Does the line item cost begin with the bare cost or the books fully burdened cost? Stated otherwise, is the coefficient multiplied by the bare cost or fully burdened cost identified in the approved cost book? **Response: The question is understood to mean fully burdened cost (overhead, profit, admin. costs). It seems appropriate that they would be included. Offerors can propose additional options that can be considered.**

10. The RFP identifies that the contractor is required to furnish both, copies of the cost book and software to various agencies. Please confirm total number required for each to be provided each year as the books are \$850.00 and the software is approximately \$ 2,000.00 each. **Response: See response above.**

11. Can you confirm that this project will be a single or multiple award? **Response: Reference the Award clause QQ, we reserve the right to award to more than one contractor.**

12. The bond is identified to be 50% of the 3M value or 1.5M. Is this renewed each year? Is this increased for any reason during any one year? **Response : The renewal is based on the bond company guidelines – we would need a current bond to cover any and all ongoing projects up to \$1.5M.**

13. The RFP indicates in one section that we are to provide temporary sanitary facilities and another section indicates that we can use the existing facilities. Which is correct? **Response: it depends on the project and participant agency requirements| Agencies may state requirement in each task order narrative.**

14. On page 23 of 42 of the RFP, you identify a Matrix "showing each contract completed within the last 5 years, or currently in progress...". Which is requested, all currently under way or all completed in 5 years. In addition, can an example of such a matrix be provided as we have not seen this type of matrix addressing so many items? Can this be simplified or addressed in a summery format? **Response: the matrix in 2.3 is self-explanatory – we are looking for the extent and relevancy of the experience.**

15. On page 32 of 42 of the RFP, it identifies that NNPS is tax exempt. In other cities where we have worked, this only applied to purchases made directly by the entity and are not waived to the contractor purchasing for the entity. Is this the same for NNPS or can you provide documentation showing that we will not be charged tax on our purchases for you? **Response: this only applied to purchases made directly by the entity**

16. On page 10 of 42 of the RFP, it identifies that 3 sets of shop drawings will be provided. Is this supposed to be submittals? If shop drawings are required, what items will require shop drawings? **Response: it depends on the project and participant agency requirements. | Agencies would state in each task order narrative.**

17. Our representative identified that background checks will be made for employees working on school projects. If correct, how is this done and who pays for the testing? **Response: It is the responsibility of the Contractor to verify its employees' criminal background check.**

18. Can you please identify the attendees at the site visit? **Response: There was no site visit. This was a mandatory preproposal conference. The attendees are: Representatives from**

**Froehling+Robertson, Tidewater Development Services Corp., Contracting Solutions Inc., Centennial Contractors, and representatives from Newport News Public Schools Plant Services departments.**

**Signature:** \_\_\_\_\_  
(Offeror)

Sincerely,

Lisa A. Cumming, CPPO, C.P.M., VCO  
Director of Procurement