

DATE: January 12, 2012

ADDENDUM NO.1

**WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS
INVITATION FOR BIDS 12-0020
Modular Educational Classroom Trailers-Berkeley and Hornsby Middle Schools**

This Addendum is issued to answer bidder questions, and to include bid requirements via Attachment A-Terms and Conditions regarding Liquidated Damages and Payment & Performance Bonds. Please contact Kitty Hall, Purchasing Director, email: khall@james-city.va.us if you have any questions.

QUESTIONS

1. Is a site visit scheduled? **ANSWER: A site visit will take place Tuesday January 17 @ 2:00 meeting at the operations building, 597 Jolly Pond Road** If so, is it mandatory to attend? **No**
2. Can layouts be provided for each modular building? **ANSWER: Half size plans will be provided at time of site visit.**
3. Since the modular buildings will be installed for several years, will the county accept ABS pads on grade or will they require below-ground footers to be installed? **ANSWER: Please review the information included in the IFB specifications.**
4. Has a Geotechnical Soil Investigation been conducted at the sites where the buildings will be installed? **ANSWER: In past County and City have allowed Code Modifications to waive soil testing.** We anti
5. Who will be responsible for Civil Engineering, Storm Water Management Controls, Etc.? Is this something that can be proposed and provided by the modular building supplier as a "Turn-Key" item? **ANSWER: AES Consulting Engineers**
6. Can a site plan be provided? **ANSWER: Yes**
7. How far will the buildings be from existing structures, setbacks, property lines, or easements? **ANSWER: Approved site plans reflect the answer to all these questions, and will be provided at the site visit. Site plans will be made part of the bid document and included via Addendum #2 after the pre-bid and site visit occur.**
8. Who will be responsible for running and connecting the utilities? Is this something the can be proposed and provided by the modular building supplier as a "Turn-Key" item? **ANSWER: WJCC will utilize their Schools Systems annual Contractors for this work.**
9. Who will be responsible for installing decks, steps, and ADA ramps? Is this something that can be proposed and supplied by the building supplier as a "Turn-Key" item? **ANSWER: WJCC will utilize their Schools Systems annual Contractors for this work.**
10. Do the buildings need to meet any sound attenuation or STC ratings? If so, what level? **ANSWER: Buildings to meet all requirements in Section III 3.1 of specifications.**
11. Will the buildings require any Fire Alarm, Alarm, PA System, or any other Low Voltage wiring? **ANSWER: WJCC will utilize their Schools Systems annual Contractors for this work.**
12. Are there Liquidated Damages? **ANSWER: Liquidated damages for this project will be set at \$100.00 per day. Per Attachment A-Terms and Conditions**
13. Are performance and payment bonds required? **Yes, Payment & Performance Bonds will be required. See Attachment A-Terms and Conditions**
14. Who is responsible for site work? **ANSWER: AES Engineers**
15. Who will pull the building permit? **ANSWER: AES Engineers on behalf of the WJCC School Division**

16. Who is responsible for electrical hook-up? **ANSWER: WJCC will utilize their Schools Systems annual Contractors for this work.**
17. Who is responsible for pulling the electrical permit? **ANSWER: WJCC will utilize their Schools Systems annual Contractors for this work.**
18. Who will install ADA decks and ramps? **ANSWER: WJCC will utilize their Schools Systems annual Contractors for this work.**
19. On the interior and exterior door hardware, can you supply us with model numbers? **ANSWER: Bidders need to provide their own pricing for ADA acceptable interior and exterior door hardware.**
20. Can WJCC School Division provide a BEST Access Systems Series number for locks and hardware specified? **ANSWER: Corbin Russwin exit device ED8200-P857-689 kit rim, wing pull, 7 Pin cylinder for Best 7 Pin cores**

This Addendum 1 is incorporated into the Bid Documents and will be made part of the resulting contract.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Attachment A-Terms and Conditions

IFB# 12-0020

Mobile Educational Classroom Trailers-Berkeley and Hornsby Middle Schools

TERMS AND CONDITION

1. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the courts resolved in the Circuit Court of James City County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
2. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Williamsburg-James City County Public Schools. By submitting their bids, all Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier manufacturer or subcontractor in connection with their bid, and that they have not conferred any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal Value, present or promised, unless consideration of substantially equal or greater Value was exchanged.
3. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, the bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
4. **ANTI-TRUST:** By entering into a contract, the Bidder conveys, sells, assigns, and transfers to the Williamsburg-James City County Public Schools all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and James City County, relating to the particular goods or services purchased or acquired by the Williamsburg-James City County Public Schools under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Antitrust violations.
5. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
 1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Williamsburg-James City County Public Schools for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

2. To notify the Williamsburg-James City County Public Schools and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Williamsburg-James City County Public Schools, except for amounts withheld as stated in 1 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Williamsburg-James City County Public Schools.
6. TAXES: Williamsburg-James City County Public Schools are exempt from all direct State and Federal tax. Exempt certificates will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes.
7. QUALIFICATIONS OF BIDDERS OR OFFERORS: The Williamsburg-James City County Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to Williamsburg-James City County Public Schools all such information and data for this purpose as may be requested. The Williamsburg-James City County Public Schools reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Williamsburg-James City County Public Schools further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the Williamsburg-James City County Public Schools that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
8. TESTING AND INSPECTION: The Williamsburg-James City County Public Schools reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
9. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Owner.
10. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Williamsburg-James City County Public Schools, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Williamsburg-James City County Public Schools may have.
11. NON-APPROPRIATION: All funds for payments of items ordered under this agreement are subject to the availability of Williamsburg-James City County Public Schools appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event of non-appropriation of funds by the Williamsburg-James City County Public Schools for the items under this contract, the Williamsburg-James City County Public Schools will terminate this contract. Written notice will be provided to the contractor as soon as possible after Williamsburg-James City County Public Schools action is completed.
12. ANTI-DISCRIMINATION: By submitting their bids, Bidders certify to the Williamsburg-James City County Public Schools that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.431l of the Virginia Public Procurement Act which provides:
 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor 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.

13. **DEBARMENT STATUS:** By submitting their bids or proposals, Bidders or Offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of Williamsburg-James City County Public Schools, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of Williamsburg-James City County Public Schools.
14. **MANDATORY USE OF BID FORM AND TERMS AND CONDITIONS:** Failure to submit a bid on the official Williamsburg-James City County Public Schools form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the invitation for bid may be cause for rejection of the bid; however, the Williamsburg-James City County Public Schools reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Williamsburg-James City County Public Schools may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
15. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Williamsburg-James City County Public Schools IFB/RFP number and/or purchase order number.
16. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last.
17. **REFERENCES:** In the case of a tie bid, preference shall be given to goods, services and construction produced in Virginia or Williamsburg-James City County or provided by persons, firms or corporations having a principal place of business in Virginia or Williamsburg-James City County, if such a choice is available; otherwise the tie shall be decided by lot.
18. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) 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 amount agreed due in the final payment.
19. **PROTEST OF AWARD OR DECISION TO AWARD:** Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to WJCC no later than ten (10) days after the award announcement or the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought.
20. **DRUG FREE WORKPLACE:** The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on agency's property are prohibited:
 1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and,
 2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the agency in addition to any criminal penalties that may result from such conduct.

21. **BID BOND OR GUARANTEE:** Each bid shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the bid, which shall be a certified check, cashier's check, or a bid bond payable to the Treasurer of James City County. The sureties of all bonds shall be of such surety company or companies as are approved by the State and are authorized to transact business in Williamsburg-James City County. Such bid bond or check

shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw such bid during the period of 30 days following the opening of bids; that if such bid is accepted, the Bidder will accept and perform under the terms of the Invitation for Bid and purchase order or contract. The bid guarantee will be returned upon award of contract.

22. **OMISSIONS OF ITEMS OR PARTS:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specifications, and which are clearly necessary for the completion of such equipment and its appurtenance shall be considered a part of such equipment although not directly specified or called for in the specifications.

23. **PERFORMANCE AND PAYMENT BONDS:** The successful bidder shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the Williamsburg-James City County Public Schools as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award.

24. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by Bidder/Offeror within any twelve-month period is five hundred thousand dollars (\$500,000) or more, the Bidder/Offeror is required under Title 54, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for fifteen hundred dollars (\$1,500) or more but less than seventy thousand dollars (\$70,000), the Bidder/Offeror is required to be licensed as a "CLASS B CONTRACTOR". The Bidder/Offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____
Specialty _____

Licensed Class B Virginia Contractor No. _____
Specialty _____

25. **LIQUIDATED DAMAGES:** Delivery and set in place, for all sites, is required not later than JULY 15, 2005. It is understood and agreed by the Bidder/Offeror that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid/proposal document. In the event these specified supplies, services, materials or equipment are not delivered by the date specified, there will be deducted, not as a penalty but as liquidated damages, the sum of \$100.00 per day/per site for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence or default on the part of the Williamsburg-James City County Public Schools, public enemy, war, embargo, fire or explosion not caused by the negligence or intentional act of the Contractor or his supplier(s), or by riot, sabotage or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor the purchasing office may extend the time for performance of the contract or delivery of goods herein specified, at the purchasing officer's sole discretion, for good cause shown.

26. **AWARD TO MULTIPLE BIDDERS:** W-JCC reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. W-JCC reserves the right to conduct any tests it may deem advisable and to make all evaluations. W-JCC also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. The Williamsburg-James City County Public Schools reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of W-JCC Schools.

DELIVERY NOTIFICATION: The Williamsburg-James City County Public Schools shall be notified twenty-four hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to:

<u>Alan Robertson</u>	<u>(757)565-3838</u>
Name	Phone

27. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

28. EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for the Williamsburg-James City County Public Schools' use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

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

30. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the Bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the Williamsburg-James City County Public Schools reserves the right to require the Contractor to furnish certificates of insurance for the coverage required. A sixty (60) day notice of cancellation or non-renewal must be given to the WJCC. The Williamsburg-James City County Public Schools is to be named as an additional insured.

INSURANCE COVERAGE AND LIMITS REQUIRED:

Commercial General Liability	
Liability per year (aggregate)	\$2,000,000
Liability per occurrence	\$1,000,000
Medical Payments to Others	\$ 5,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Fire Legal Liability	\$ 50,000
Business Automobile Policy	
Combined Single Limits	\$1,000,000
Medical Payments	\$ 1,000
Uninsured Motorist	\$1,000,000
Garage and Garagekeepers Legal Liability	
Combined Single Limits	\$1,000,000
Comprehensive Deductible	\$ 250
Collision Deductible	\$ 500
Workers Compensation and Employers Liability	
Statutory Coverages	Virginia
Coverage B Limits	\$100/\$500/\$100,000
Umbrella Liability	

Limits Per Occurrence	\$1,000,000
Limits Per Year	\$1,000,000

31. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

32. **LABELING OF HAZARDOUS SUBSTANCES:** Contractor shall be required to notify the Department Head of the facility of any hazardous materials or chemicals that will be used or installed as part of work. Contractor also shall be required to present all Material Safety Data Sheets (MSDS) that pertain to those same materials.

 If the items or products requested by this solicitation are "Hazardous Substances" as defined by Article 3.1-250 of the Code of Virginia (1950), as amended, or Article 1261 of Title 15 of the United States Code, then the Bidder/Offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder/Offeror does not violate any of the prohibitions of Article 3.1-252 of the Code of Virginia or Title 15 U.S.C, Article 1263.

33. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the bid/proposal for each chemical and/or compound offered. Failure on the part of the Bidder/Offeror to submit such data sheets may be cause for declaring the bid/proposal as non-responsive. Contractors shall be required to notify the department head of the facility of any hazardous materials or chemicals that will be furnished or installed as part of their work. They also shall be required to present all Material Safety Data Sheets (MSDS) that pertain to those same materials.

34. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are canceled or rejected, the Williamsburg-James City County Public Schools reserves the right granted by Section 2.2-4818 of the Code of Virginia to negotiate with the lowest responsive, responsible Bidder to obtain a contract price within the funds available to the Williamsburg-James City County Public Schools whenever such low bid exceeds the Williamsburg-James City County Public Schools available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the Williamsburg-James City County Public Schools for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low Bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Williamsburg-James City County Public Schools shall initiate such negotiations by written notice to the lowest responsive, responsible Bidder that its bid exceeds the available funds and that the Williamsburg-James City County Public Schools wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Williamsburg-James City County Public Schools and the lowest responsive, responsible Bidder.

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

36. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of sixty (60) days following date of the delivery. Should any defect be noted by the owner, the Purchasing Office will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the Williamsburg-James City County Public Schools and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

37. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Williamsburg-James City County Public Schools by any other clause of this solicitation. A copy of this warranty must be furnished with the bid/proposal.

38. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Williamsburg-James City County Public Schools' satisfaction at the Contractor's expense.
39. CONTRACT DOCUMENTS
- a. The contract entered into by the parties shall consist of the Invitation for Bids, the signed bid submitted by the Contractor, the Notice of Award or Purchase Order, the General and Special Conditions, the Specifications with drawings, if any, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.
 - b. All time limits stated in the Contract Documents are of the essence of the Contract.
40. RECEIPT AND OPENING OF BIDS
- a. It is the responsibility of the bidder to assure that the bid is delivered to the place designated for receipt of bids prior to the time set for receipt of bids. No bid received after the time designated for receipt of bids shall be considered. The bids shall be opened at the time fixed by the Williamsburg-James City County Public Schools for the submission of bids.
 - b. Bids received in response to an Invitation for Bids will be opened at the time and place stated in the solicitation and Bidders' names and prices made public for the information of Bidders and others interested who may be present either in person or by representative. The officer or agent of the Williamsburg-James City County Public Schools, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.
41. WARRANTY OF MATERIALS AND WORKMANSHIP
- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with Contract Documents and shall be performed by persons qualified in their respective trades.
 - b. Work not conforming to these warranties shall be considered defective.
 - c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
42. PROTECTION OF PERSONS AND PROPERTY
- a. The Contractor expressly undertakes, both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property, including Williamsburg-James City County Public Schools' employees and property and its own.
 - b. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
 - c. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Williamsburg-James City County Public Schools' property from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Williamsburg-James City County Public Schools. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.
 - d. In an emergency affecting the safety or life of individuals, or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Williamsburg-James City County Public Schools, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury. Also, should the Contractor to prevent threatened loss or injury, be instructed or authorized to act by the Williamsburg-

James City County Public Schools, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the contract.

43. FELONY CONVICTION:

The Contractor acknowledges and certifies that all employees of the contractor and sub-contractors performing work on school division property are not convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. The contractor further acknowledges and certifies that it understands that allowing any person subject to the direct or indirect control of the contractor to perform work or enter on school division property if such person has been convicted of such a crime constitutes a breach of contract and may result in default action being taken by the school division in addition to any criminal penalties that may result from such conduct.

44. QUANTITIES

Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

45. ORDERING OPTION

The Williamsburg-James City County Schools, may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.

46. RENEWAL OF CONTRACT:

The contract awarded as a result of this IFB may be renewed by the Williamsburg-James City County Public Schools upon written agreement of both parties for two (2) one year contract periods under the terms of the current contract and at a reasonable time (approximately 60 days) prior to the expiration.

47. PRICE ESCALATION-DE-ESCALATION:

If Williamsburg-James City County Schools elects to exercise the option to renew the contract for additional one-year periods, subsequent yearly renewals shall not exceed the percentage change from the previous 12 months based on the most recent available data for the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA. Continuation of the contract shall be subject to allocation of funds by the School Board

48. PURCHASING COOPERATIVE

In accordance with the Commonwealth of Virginia's procurement code (section 2.2-4304) and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), the Williamsburg-James City County Public Schools issues this invitation for bid.

SVGPC members who have not indicated initial inclusion in the IFB reserve the right to make awards to the low responsive, responsible bidder as their existing contracts expire, based on this IFB. Unless mutually agreed, SVGPC members not explicitly named in the IFB requirement are not obligated to participate in the IFB, nor is the low responsive, responsive bidder required to contract for the product/service for other SVGPC members.

Each member locality shall issue individual purchase orders specifying individual ordering, receipt, delivery and invoicing procedures.

SVGPC Members:

City of Newport News (includes schools)
City of Portsmouth
County of York (includes schools)
County of Gloucester
Williamsburg/James City County Public Schools
College of William & Mary
Norfolk State University

City of Norfolk
City of Williamsburg
County of James City
County of King William
Tidewater Community College
Christopher Newport University
Jamestown/Yorktown Foundation

