



Chesapeake Public Schools

Purchasing Department
School Administration Building
312 Cedar Road
Chesapeake, Virginia 23322

DATE: January 12, 2012
FROM: Chesapeake Public Schools
RE: Invitation to Bid
BID NO. **27-1112**

BID TOPIC: REPLACEMENT OF HVAC SYSTEM-OSCAR SMITH HIGH SCHOOL

We are pleased to invite your bid. Attached hereto you will find the necessary documents giving information and instructions pertaining to your bid:

1. Invitation to Bid This sheet provides you with the basics information concerning opening of bids, time factors, proper address for submitting your bid, and identifies the authorized representative of the school system who will be your contact.
2. Conditions of Bid Contained within the Conditions of Bid are the provisions and terms governing your bid. Please read these pages carefully as they are an integral part of the bid and any potential award.
3. Specification/Bid Form This document indicates the exact nature of our needs. When specifications/bid forms for equipment, material, and supplies are provided they are to be completed by the vendor and returned with your response.
4. Letter of Transmittal Please complete this form in its entirety, sign in the appropriate place, and submit with your response.

**Chesapeake Public Schools
General Bid Conditions
For
Contracted Services**

The conditions set forth herein apply to all contractual services rendered to the Chesapeake Public Schools. All bidders are bound by these conditions. **Please read these conditions carefully** as they are an integral part of the agreement and contract awarded to the successful bidder.

A. Bid Procedure

1. In the event a bidder finds either discrepancies or omissions in the specifications, drawings and/or bid documents, he shall notify the Director of Purchasing Chesapeake Public Schools, at once. If it is found necessary, a written addendum will be sent to each bidder. All addenda issued shall become a part of the bid documents and should be acknowledged on the letter of transmittal. **Important:** No interpretation of the meaning of the specifications, drawings and/or bid documents (except for procedural clarification) will be made orally to any potential bidder. All requests for such interpretation will be in writing, addressed to the Director of Purchasing and submitted no later than five (5) days prior to the date fixed for the opening of the bid.
2. The bid response must be:
 - a. Sealed and submitted a plain opaque envelope clearly marked with the bid number, date and time of bid opening as indicated in the Invitation to Bid.
 - b. Addressed to the Director of Purchasing, Chesapeake Public Schools, 312 Cedar Road, Post Office Box 16496, Chesapeake, VA 23328.
 - c. Submitted in a separate envelope and not submitted or concealed within any package or envelope that may contain bid samples.

- d. Vendors who choose to utilize an overnight mailing service to deliver bid submittals should be mindful to indicate the bid number, bid due date and time of bid opening on the outside of the package. Failure to do so may affect the proper and timely receipt of bid responses.
3. All proposals will be opened and read aloud at the time and date set forth in the Invitation to Bid. Bidders or their representatives are invited to be present at the opening of bids. All bid openings will be at the School Administration Building, 312 Cedar Road, Chesapeake, Virginia.
4. Bids are to be submitted on and in accordance with forms provided by the Chesapeake Public Schools.
5. All information requested on the Letter of Transmittal and Vendor's Response/Bid Proposal Form must be completed in order to constitute a valid bid offer.
6. Any deviations from the specifications must be set forth in the bid documents.
7. Prices and information required, except for the signature of the bidder, should be typewritten for legibility. Illegible or vague bids will be rejected. **Note:** The signature of the person submitting the bid must be handwritten. Any bid submitted with corrections must have the corrections initialed by the person who signed the bid or his designee. No bid changes will be permitted after the bid is due.
8. The use of a brand name, make or manufacturer within the specifications does not restrict the bidder solely to that specified.

Instead, it serves to convey to the bidder the general style, type, character, and quality of the item desired. Any item which the Chesapeake Public Schools in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

9. In submitting a bid, the bidder signifies that he is fully informed as to the extent and character of the supplies, material, equipment and services necessary to perform this bid in accordance with all documents. Further, the bidder signifies that he has inspected the site when deemed necessary by the bidder on which the work shall be done and is aware of all conditions affecting the execution of the work contained within the bid documents.
10. The contractor shall pay all sales, consumer, use and other similar taxes for work or portions thereof provided by the contractor which are legally enacted at the time bids are received, whether or not yet effective. The contractor shall also pay for and obtain all permits (includes all federal, state, and local) necessary to complete the project as indicated in the bid documents.
11. Bids on equipment must be standard new equipment, of latest model and in current production.
12. All manufactured stock must be certified to meet all federal, state, and local codes.
13. All prices quoted will include all materials, labor, and any incidental expenses incurred by the contractor in performing the contract as per the bid documents. No other charges may be added.

14. The bidder expressly warrants that the price or prices quoted herein are not the result of an agreement or understanding expressed or implied with any other bidder or bidders.
 15. Withdrawal of bid due to error for a public construction contract will be governed by Section 2.2-4330 of the Code of Virginia. The procedure selected by the Chesapeake Public Schools requires that the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
 16. For all contracts:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or 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 will, in all solicitations of advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer; provided, however, that 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.
 - c. The contractor will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
 - d. During the performance of this contract, the contractor agrees to (i) provide a drug-free and tobacco-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, marijuana, or tobacco product is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free and tobacco-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.
 19. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for the bid to have consideration. Samples must be furnished at no expense to Chesapeake Public Schools and must be accompanied by a descriptive memorandum invoice indicating if the bidder desires their return provided they have not been used or made useless by test. Award samples will be held for comparison with deliveries. The Chesapeake Public Schools will not be responsible for any samples destroyed or mutilated by examination or testing. The vendor will be advised when the sample may be picked up. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned, and the Chesapeake Public Schools shall have the right to dispose of them as its own property.
 20. Prompt payment discounts will be considered in awarding the bid. However, no prompt payment discounts will be considered if offered for a period of less than twenty (20) days. Time allowed for cash discounts will be figured from either date of receipt of a **properly** executed invoice form, date of delivery, or date of satisfactory completion of work, whichever is later.
- B. Bid Contract**
1. The Chesapeake Public Schools reserves the right to reject any or all bids and to waive any and all technicalities and formalities.
 2. Award will be made to the lowest responsive and responsible bidder.
 3. Unless otherwise stipulated, the right is reserved to award the bid in total, by individual item, or by category (compatibility or items), whichever is in the best interest of Chesapeake Public Schools.
 4. All other factors being equal, award preference shall be given in the following order: Chesapeake city firms, area firms, state firms, and out-of-state firms, if such a choice is available; otherwise, the tie shall be decided by a random drawing.

5. The Chesapeake Public Schools reserves the right to make awards within ninety (90) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
6. Bidders may be notified in writing of the bid accepted.
7. When the Chesapeake Public Schools notifies a bidder in writing of its acceptance of the bidder's price, this contract will become effective on the date acceptance is written. Notification to the bidder can be in the form of a formal contract, purchase order, or a letter of intent. Public notice of award or the announcement of the decision to award shall be provided in the form of an award letter sent to all participating bidders after final evaluation of bids have occurred. Additionally, award notification shall be posted on the Bid Board located within the Purchasing Department.
8. At its sole discretion, Chesapeake Public Schools reserves the right to accept or reject any decrease in the bid price offered by the successful vendor, as long as all conditions, specifications, etc. remain unchanged, and at any time during a contract period, if determined that it is in the best interest of the school division.
9. If the successful bidder fails to either perform within the time specified, or within a reasonable time, or fails to perform satisfactorily in accordance with the specifications, the Chesapeake Public Schools may take the appropriate action to satisfy the contract. Any cost incurred in excess of the contract amount may be back charged to the original bidder. Should the difference be less, the successful bidder shall have no claim to the difference.

Additionally, the original bidder, may be removed from the bid list for a period of one year or one bid cycle, which ever is longer.

10. The Chesapeake Public Schools may order changes in the work and the contracted sum shall be adjusted accordingly. All such orders and adjustments shall be filed on AIA Document G-701 or similar format. Claims by the contractor for extra cost must be submitted in writing and approved by the authorized representatives of the Chesapeake Public Schools named in the bid before executing any work, or in accordance with the language contained in the contract. Any changes for more than \$50,000 or 25 percent of the contract amount, whichever is greater, must be approved by the Chesapeake Public Schools School Board.
11. When materials, equipment or supplies are rejected, they must be removed by the successful bidder from Chesapeake Public Schools property within ten (10) days from notification. Materials, equipment, or supplies left longer than ten (10) days will be considered as abandoned by the successful bidder and may be disposed of as if it were Chesapeake Public Schools property.
12. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract to any other person, company, or corporation, without previous written consent of the Chesapeake Public Schools.
13. The Chesapeake Public Schools reserves the right to make multiple awards from bids, if applicable, and is within the best interest of the school division.

C. Delivery and Installation

1. No work can proceed or equipment be delivered until

receipt of a purchase order or confirming purchase order number from an agent of the Department of Purchasing.

2. The successful bidder shall remove all debris and rubbish resulting from his work in an acceptable manner off school grounds. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, the buildings cleaned, and everything in proper repair, and working order.
3. Equipment and supplies shall be stored at the site only on the approval of the Chesapeake Public Schools and at the successful bidder's risk. In general, such on site storage should be avoided to prevent possible damage or loss.
4. Work shall progress in such a manner as to cause the least inconvenience to the Chesapeake Public Schools and with proper consideration for the rights of other workmen in cases of concurrent operations. The successful bidder shall keep in touch with the entire operation and install his work promptly. The contractor is to remain on the job site until all work is completed.
5. All materials, equipment, etc., are to be installed in accordance with the manufacturer's recommended installation instructions and acceptable industry practices. All work is to be performed in a quality, workmanlike manner for the purpose intended.
6. For all projects \$75,000 or greater, the contractor must submit an estimated progress schedule to the Chesapeake Public Schools. The progress schedule shall encompass the various tasks for the entire project from the beginning to the expected date of completion. Any deviation from this requirement will be so noted in the bid specifications.
7. The primary contractor must submit to the Chesapeake Public

Schools a list of any and all subcontractors that will be used to complete the project.

8. The contractor will furnish at no cost to the Chesapeake Public Schools a complete set of “as built drawings” (changes while under construction or deviations from original drawings) for the Chesapeake Public Schools permanent records.

E. Guarantee-Warranty

1. The successful bidder guarantees:
 - a. Against defective or faulty material or workmanship for a period of one year from date of the rendering of the final payment.
 - b. To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other workmen.
 - c. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be repaired or replaced with the specific understanding that all replacements shall carry the same guarantee as the original parts and/or equipment which are to be used unless otherwise approved in writing by the Chesapeake Public Schools.

E. Insurance

1. The successful bidder will be required to carry adequate insurance to protect the Chesapeake Public Schools from loss in case of accident, fire, theft, etc., prior to acceptance by a responsible person representing the Chesapeake Public Schools.
 - a. General Liability: Liability coverage for bodily injury and property damage shall be a minimum of \$500,000. An umbrella form of coverage

may be required in some cases.

- b. Automotive Liability: The successful vendor will provide a certificate of insurance showing a minimum of \$500,000 for automotive liability insurance to include bodily injury and property damage.
 - c. Workmen’s Compensation and Employer Liability: Workmen’s compensation shall be required of any contractor that has employees prior to beginning work.
2. Prior to undertaking performance of the contract hereunder, the contractor shall furnish certification in a form acceptable to the Chesapeake Public Schools that the contractor possesses a valid liability insurance policy issued by an insurance company licensed to do business in the Commonwealth of Virginia with effective dates and limits of liability as required by the Chesapeake Public Schools. This certification shall insure the contractor’s legal liability for injury or destruction of property (real or personal) and bodily injury or death caused in whole or part by any act of omission of the contractor, subcontractors and the agents and employees of either, occasioned directly or indirectly in the performance of the contract. The insurance company will be required to provide thirty (30) days written notice to Chesapeake Public Schools in the event of a change or cancellation of any policy. In addition, Chesapeake Public Schools **must** be listed as an additionally named insured party with respect to the project.
 3. The contractor agrees to indemnify and save harmless the Chesapeake Public Schools, Chesapeake School Board, City of Chesapeake, and Chesapeake City Council from and against all

claims, damages, losses, judgments, and expenses (including attorney’s fees) arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of property (real or personal) including loss of use resulting there from, and (b) is also caused in whole or in part by any act of omission of the contractor, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claims, damage, loss or expense is caused in part by the Chesapeake Public Schools. In any and all claims against the above aforementioned or any of its agents or employees by any employee of the contractor or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any one or more of them may be liable, the indemnification obligation of the contractor hereunder shall not be limited in any way to limits on the amount or type of damages, compensation or benefits payable to or for the contractor or any subcontractor under the Workmen’s Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Virginia or any other state.

F. Bonding

1. Bid Bond
All bids \$100,000 or greater will be required to furnish a bid bond at the time of the bid opening. Bid bond may be in the form of a bond issued by a surety company licensed to do business within the Commonwealth of Virginia and the department of the Treasury’s listing of approved sureties (Department Circular 570), a certified check payable to

Chesapeake Public Schools, or cash. Bid bond will be for five percent (5%) of the amount bid. Failure to provide the bid bond will disqualify the bidder from consideration. Any deviation from this requirement will be so noted in the bid specifications.

2. Performance and Labor and Material Payment Bond

a. All bids \$100,000 or greater will require a Performance and Labor and Material Payment Bond **prior** to the commencement of this contract. Any deviation from this requirement will be so noted in the bid specifications.

b. Upon notification of intent to award a contract, the successful contractor will provide to the Chesapeake Public Schools a properly executed Performance Bond and Labor and Materials Payment Bond. These bonds will cover one hundred percent (100%) of the amount of the contract price.

c. The Chesapeake Public Schools reserves the right to examine and approve the bond before completing the contract. Cost of said bond shall be included in the bid.

d. All bonds will be delivered to the Director of Purchasing, School Administration Building, 312 Cedar Road, Post Office Box 16496, Chesapeake, Virginia 23328.

3. If during the course of the project change orders create an increase in the contracted price whereby the value of the unperformed work exceeds \$100,000, Chesapeake Public Schools may require the contractor to obtain the necessary bond.

G. Licenses

1. Business License

Each contractor will make himself aware of the City of Chesapeake

codes and regulation relevant to business licenses and should be in compliance with said codes and regulations.

2. Contractor's Regulatory License
The Chesapeake Public Schools will only award contracts in excess of \$1,000 to registered contractor per the Virginia Contractor's Registration Law 54.1-1100. One of the following licenses shall apply: Class "C" : for contracts valued over \$1,000 but less than \$7,500; Class "B": for contracts valued at \$7,500 or more, but less than \$70,000; Class "A": for contracts valued at \$70,000 or more. Please indicate on the letter of transmittal your class and registration number. Failure to comply may disqualify your bid from consideration.

H. Payments

1. On any contract \$100,000 or greater, the contractor must submit within fourteen (14) days after the acceptance of the contract a schedule of values allocated to the various tasks to be performed. This schedule will be used as a basis for the calculation of the progress payments.

2. Progress payments will be made upon presentation of a contractor's invoice and certification by Chesapeake Public Schools personnel. Payments will be ninety-five percent (95%) of the earned sum. Five percent (5%) will be retained to assure faithful performances of the contract. All amounts withheld will be included in the final payment.

3. Finance charges, if incurred, can only be assessed at a rate not to exceed one percent (1%) per month or as mandated by the Virginia Public Procurement Act, Section 2.2-4352.

4. Payment shall not preclude the Chesapeake Public Schools from making a claim for adjustment on any item later found not to have

been in accordance with the general conditions and specifications.

I. Bid Response

Your failure to respond to any two (2) consecutive bids will indicate disinterest, and your name may be removed from the bid list.

J. Asbestos Free Statement

The General Contractor or Prime Contractor shall be responsible for furnishing and transmitting to either the Architect/Engineer, if applicable or the Owner or his agent, notarized letters, in triplicate, of "asbestos free" certification covering all materials and equipment to be used in this project.

In the event that this General Contractor or Prime Contractor should encounter or discover asbestos related materials in connections with existing work to be altered, connected to, or to remain he shall promptly advise the Architect or Engineer for the Owner or his agent and shall not proceed with the work until receiving notice with instructions to do so.

K. Lead Free Statement

The General Contractor or Prime Contractor shall be responsible for furnishing and transmitting to either the Architect/Engineer, if applicable, or the Owner or his agent, notarized letters, in triplicate, of "lead free" certification covering all materials and equipment to be used in this project.

In the event that this General Contractor or Prime Contractor should encounter or discover lead containing materials in connection with existing work to be altered, connected to, or to remain he shall promptly advise the Architect or Engineer for the Owner or his agent and shall not proceed with the work until receiving notice with instruction to do so.

L. Mold Remediation

Contractor is advised that destructive means were not utilized to identify mold that may exist within interstitial spaces throughout the areas scheduled for renovations. Therefore, the

Contractor shall proceed with caution when performing demolition work. If ten (10) square feet of mold is uncovered, the Contractor shall stop work and immediately contact Chesapeake Public Schools and/or the Architect/Engineer. Mold remediation larger than ten (10) square feet shall be performed by Virginia-licensed mold remediator workers and mold remediator supervisors as specified by the Department of Professional and Occupational Regulation, Statutes Title 54.1, Chapter 5, MOLD INSPECTOR AND REMEDIATOR REGULATIONS, effective July 1, 2011.

M. Minorities Statement

“Chesapeake Public Schools encourages the use of minority firms, vendors, contractors and subcontractors to provide goods and services, including construction projects.”

N. Internet Access

Bids may be viewed and downloaded by accessing our webpage at <http://www.cpschools.com/departments/purchasing/index.html> and clicking on “current bids.”

O. Inspection of Records

The successful vendor/contractor shall maintain, during the course of the work/contract, and retain, not less than five years after final payment for completion thereof, complete and accurate records of all costs chargeable to Chesapeake Public Schools regarding any work or contract awarded. Additionally, Chesapeake Public Schools, or its authorized agents, shall have the right, at any reasonable time, to inspect and audit those records. The records to be maintained and retained by the work/contract shall include, without limitation, all payroll records accounting for the total time distribution of the contractor’s employees working full or part time on the work (to permit tracing to payrolls and related tax returns) as well as canceled checks or signed receipts for payroll payments in cash; invoices for

purchases, receiving and issuing documents, and all other unit-inventory records for the contractor’s stores stock or capital items; and paid invoices and canceled checks for material purchased and for the subcontractor’s and any other third-parties’ charges.

P. FAITH BASED STATEMENT

CHESAPEAKE PUBLIC SCHOOLS DOES NOT DISCRIMINATE AGAINST “FAITH-BASED ORGANIZATIONS” AS THAT TERM IS DEFINED IN VA. CODE SECTION 2.2-4343.1(B) OF THE VIRGINIA PUBLIC PROCURMENT ACT.

R07/15/02as

GENERAL CONDITIONS OF BID

SCOPE/DESCRIPTION:

To provide all labor, materials, equipment, and incidentals necessary to remove and replace the existing HVAC system, including various rooftop units and all units serving classrooms, at Oscar Smith High school, as per the specifications. The project is to include upgrading or replacing the direct digital controls system, whichever is most cost beneficial. This bid will also have additional upgrades if funding is available. This will be a two summer project.

PROJECT/PRODUCT LOCATION:

Oscar Smith High School
1994 Tiger Drive
Chesapeake, VA 23320

CONTACT PERSON (S):

Mr. Paul Joseph, Principal
(757) 548-0696/0127

Ronnie Laumann, Assistant Director
Department of School Plants
(757) 547-0139

Mr. Rennie Tisdale, Engineer
Vansant & Gussler Incorporated
(757) 461-6757

Any questions regarding the specifications or any other facet of this bid must be directed to Bud Hooper, Buyer, at (757) 547-0265 or Bud.Hooper@cpschools.com no later than five (5) days before the date of the bid opening. Any revisions to the (bid) will be made only by addendum issued by Chesapeake Public Schools' Purchasing Department.

SCHEDULE/COMMENCEMENT OF WORK:

Phase I work / delivery may commence **June 18, 2012** and must be substantially completed by **August 24, 2012**. Phase II work/delivery may commence **June 17, 2013** and must be substantially complete by **August 16, 2013**.

All work must be coordinated through the contact person (s) as listed above. Failure to complete the work required, within the specified time frame, may result in the successful vendor's removal from our bidders' list for poor or non-performance. Any questions regarding this project must be directed to Rennie Tisdale @ (757) 461-6757.

NOTE: Chesapeake Public Schools may, at its discretion, adjust its normal work schedule during the summer months (June through August).

GENERAL CONDITIONS OF BID

BROCHURE / SPECIFICATIONS:

If bidding other than specified, the bidder must enclose descriptive cuts, brochures and specifications on all items bid. The specifications should be representative of the items you intend to supply. They should describe, in detail, the products offered in your proposal. Failure to provide the required literature may disqualify your bid from being considered.

BRAND NAME ACCEPTANCE:

In order to maintain simplicity, the accompanying specifications may contain manufacturers' names and / or catalog numbers. The use of these names or numbers is not intended to restrict bidding, or to bar the equal or superior products of other manufacturers. They are used; however, to convey to potential bidders a minimum standard and to establish the quality and design required for this project. Chesapeake Public Schools reserves the right to consider other manufacturers' guidelines, standards and manufacturing techniques in the bid evaluation.

PRICING REQUIREMENTS:

The unit price(s) indicated in your proposal shall include delivery, unloading, assembly and installation of the required product.

SITE VISITATION:

It is incumbent upon the bidder to familiarize himself with the delivery/installation site so as to verify the conditions, measurements, restrictions, etc, present that might effect a bid proposal. **Although site visitation is not mandatory, it is strongly suggested to all bidders. Site visits should be scheduled by contacting Ronnie Laumann.**

Any person/vendor visiting a Chesapeake Public School facility during school hours must check in at the main office and follow all school procedures related to school safety without any disruption to instructional activities.

INSURANCE CERTIFICATE / REQUIREMENTS:

The successful vendor will be required to provide a valid Certificate of Insurance, within ten (10) days of receipt of the Intent to Award letter, acceptable to Chesapeake Public Schools, and must meet the requirements set forth in the General Conditions of Bid contained herein. **No work may commence until a certificate is provided.** Chesapeake Public Schools must be listed as an **additionally named insured party** with respect to the scope of this bid.

If applicable, the successful vendor will be required to provide any and all bonds, which are acceptable to Chesapeake Public Schools, and must meet the requirements set forth in the General Conditions of the Bid contained herein.

GENERAL CONDITIONS OF BID

WARRANTY:

All items contained in this bid will have a minimum two (2) years parts and labor warranty on equipment. Should your warranty exceed the minimum, please indicate what your “best offer” warranty is by providing a sample of the warranty offered. Only manufacturers’ warranties that exceed two (2) years will be considered. Since the warranty for this bid may be considered in awarding the bid, the bidder’s failure to provide warranty information may disqualify the bid proposal. Warranty begins upon final inspection and approval of finished quality by Chesapeake Public Schools personnel.

SECURITY:

The successful vendor will take all necessary and reasonable steps to insure that the doors and windows are secured at the close of each workday. A normal workday for Chesapeake Public Schools is 7:00 a.m. until 5:00 p.m., Monday through Friday, unless otherwise agreed to. In the event that the successful vendor requests these hours are extended, the vendor will be responsible for reimbursing the school system for any and all overtime expenses incurred by any employee of Chesapeake Public Schools.

SITE CLEAN-UP:

The successful vendor will take every precaution and be responsible for protecting the immediate and surrounding work areas from damage within the building or on the grounds for which the required work is to be performed. The vendor will also be responsible for clean-up, removal and disposal of all debris, trash or dunnage, at **the end of every workday**, in an acceptable manner **off** school property.

REFERENCES:

The successful vendor **will** be required to show evidence to substantiate the ability to perform and execute a contract of this type and magnitude. Since references **will** be used as criteria for evaluation of this bid, the bidder will be required to provide complete information as requested in the “**Vendor’s Response / Bid Proposal Form**” section of this bid. No less than **three (3)** references will be acceptable. Failure to provide this information, as requested, may result in the bidder’s offer being disqualified.

CANCELLATION OF PROJECT / PRODUCT:

Chesapeake Public Schools reserves the right to cancel any and all contracts let by this bid, at any time, for either poor or non-performance of the successful vendor. Additionally, the original bidder may be removed from the bid list. The bidder may be allowed to apply for reinstatement to the bid list after a period of one year or one bid cycle, whichever is longer. If reinstatement is possible, it can only occur after a meeting with a purchasing administrator in which the original bidder must demonstrate that the original unsatisfactory actions or conditions have been corrected.

GENERAL CONDITIONS OF BID

TERMS:

Terms for prompt payment will be considered in the evaluation and award of this bid. However, any terms quoted for a period of **less than twenty (20) days will not be considered.**

INTENT OF AWARD:

It is the intent of Chesapeake Public Schools to award this bid in total, to one (1) vendor.

CRITERIA FOR AWARD:

It is the intent of Chesapeake Public Schools to award this bid to the **lowest responsive and responsible bidder**, meeting all specifications and agreeing to all conditions, based on the following criteria:

- A. Conformance to specifications and conditions
- B. Verification of completion of similar size and type projects
- C. Price
- D. References

FUNDING OUT CLAUSE:

Failure of the School Board to fund or Council of the City of Chesapeake to appropriate funds in any year for payment in full of the payments required by this contract or any other provisions herein during the term of the contract shall terminate this contract and render it null and void, without any further liability on the part of the school system or the city of any kind whatsoever, except for its obligation to maintain the product described and to surrender possession of the same to the seller. This contract shall not constitute a debt of Chesapeake Public Schools or the City of Chesapeake, within the meaning of any limitations or indebtedness of the school system or the city, under the constitution or laws of the Commonwealth of Virginia, including the Charter of the City of Chesapeake.

ABSOLUTELY NO PRICES OR BIDS WILL BE ACCEPTED OR CONSIDERED THAT ARE SUBMITTED ELECTRONICALLY.

SPECIFICATIONS OF BID

SPECIAL CONDITIONS OF BID:

1. All work must be coordinated through the school principal and the Department of School Plants.
2. All work shall be performed in such a manner as not to interfere with the educational process.
3. The intent is to complete this work from **June 18, 2012 to August 24, 2012** and **June 17, 2013 to August 16, 2013**.
4. Copies of Drawings and Specifications may be obtained from: Mr. Rennie Tisdale, Engineer of Record at Vansant and Gussler Incorporated (757) 461-5767.
5. Any revisions to the solicitation will be made only by addenda issued by the Division's Purchasing Department. The addenda will be published on DemandStar (www.demandstar.com) and the Division's website (www.cpschools.com). Any oral responses are not official. Vendor is encouraged to check DemandStar or the Division's website daily up to 48 hours prior to proposal closing to check and secure any addenda. Vendors not having access to the Internet should contact the Division's Purchasing Department and request that any addenda issued be provided through U.S. mail. Receipt of addenda must be acknowledged on the Letter of Transmittal.

6. ADDITIONAL INFORMATION

The Division reserves the right to ask any Vendor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Division deems desirable. Further, the Division reserves the right to order items from State Contracts or other competitively negotiated contracts such as US Communities contracts if it is deemed in the best interest of the Division.

7. **Immigration Reform and Control Act of 1986**

By submitting their proposals, Vendors 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.

SPECIFICATIONS OF BID

SPECIFICATIONS:

The contractor is to remove and replace the existing HVAC equipment, including various rooftop units, units serving classrooms and make-up air units as required, as noted on drawings. The contractor should refer to the drawings and specs for all technical information required to remove and install all equipment and incidentals. All equipment is to be controlled via direct digital controls. Pricing is being required for both Trane and Siemens digital control systems.

An additive price is being requested to add occupancy sensors and replacement of all lighting.

An additive price is being requested to replace RTU-1.

An additive price is being requested to add a second emergency generator.

Refer to drawings for all specifications and details.

This project shall be commissioned by a third party. The contractor is responsible for completing pre-functional tests and associated paperwork and providing this paperwork to the Commissioning Authority (see page M1A, 3.8 for details). Additionally, the contractor shall be responsible for providing a Certificate of Readiness to the Commissioning Authority prior to the start of commissioning. Final payment shall not be made to the contractor until commissioning is complete.

I. To provide all labor, materials, equipment, and incidentals necessary to remove and replace the existing HVAC system, including various rooftop units and all units serving classrooms at Oscar Smith High School, as per specifications and drawings. Project is to include upgrading or replacing the digital control system, whichever is most cost beneficial. Below are two pricing options for Item I. Option 1 - is to upgrade/replace existing Trane controls and Option 2 – is to replace the control system using Siemens controls. Contractor is required to provide pricing for both.

Option 1 – using Trane controls:

Proposed Equipment _____

Cost to provide and install Equipment \$ _____

Cost to provide and install Controls \$ _____

Cost to provide and install all incidentals \$ _____
 (Incidentals to include but are not limited to any
 and all work less cost of equipment, ie. wiring,
 plumbing, and construction, etc.)

Total Cost (Option 1) \$ _____

Additive Bid Item #1 for Option 1:

Cost to provide and install replacement equipment \$ _____
 (RTU-1)

Cost to provide and install replacement incidentals \$ _____
 (See above statement regarding incidentals)

Total Cost (Additive Bid Item #1) \$ _____

Option 2 – using Siemens controls:

Proposed Equipment _____

Cost to provide and install Equipment \$ _____

Cost to provide and install Controls \$ _____

Cost to provide and install all incidentals \$ _____
 (See above statement regarding incidentals)

Total Cost (Option 2) \$ _____

Additive Bid Item #1 for Option 2:

Cost to provide and install replacement equipment (RTU-1) \$ _____

Cost to provide and install replacement incidentals (See above statement regarding incidentals) \$ _____

Total Cost (Additive Bid Item #1) \$ _____

II. Additive Bid Item #2: Cost to provide and install occupancy sensors and new energy efficient drop-in lights per specifications.

Price \$ _____

III. Additive Bid Item #3: Cost to provide and install additional emergency generator per specifications.

Price \$ _____

IV. Potential contractors are reminded that contracting for, or bidding upon the construction, removal, repair or improvements to or upon real property owned, controlled or leased by another person **without a State of Virginia license constitutes the commission of a Class I Misdemeanor.** Additionally, it is **unlawful** for Chesapeake Public Schools to **receive** or **consider** a bid from any contractor not properly licensed.

References:

Please list, in the space provided, no less than three (3) references for which your company has provided similar services.

Reference	Contact Person	Telephone Number
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Reference Name and Address

Reference Name and Address

Reference Name and Address

Please complete the following “return envelope template”, affix to the outside envelope of your agency’s bid/rfp response, and return to Chesapeake Public Schools. Failure to do so may affect the proper and timely receipt of your bid/rfp response.

BIDDER’S NAME _____

BID # 27-1112
BID NAME: REPLACEMENT OF HVAC SYSTEM – OSCAR SMITH HIGH SCHOOL
OPENING: FEBRUARY 13, 2012 @ 2:05 P.M.

**BUD HOOPER, BUYER
CHESAPEAKE PUBLIC SCHOOLS
SCHOOL ADMINISTRATION BUILDING
312 CEDAR ROAD
CHESAPEAKE, VIRGINIA 23322**



Chesapeake Public Schools

Purchasing Department
School Administration Building
312 Cedar Road
Chesapeake, Virginia 23322

LETTER OF TRANSMITTAL

CONTRACTED SERVICES

MAIL / DELIVER TO:

**Bud Hooper, Buyer, Chesapeake Public Schools
School Administration Building, 312 Cedar Road
Chesapeake, Virginia 23322**

FROM:

(Name of Company)

(Address)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

BID NO: 27-1112 REPLACEMENT OF HVAC SYSTEM – OSCAR SMITH HIGH SCHOOL

Our bid is submitted herewith pursuant to and in conformity with your Letter of Invitation to Bid, Conditions of Bid, and Specifications including any addendum as acknowledged. We propose and agree to furnish and deliver the items at the unit and per item price listed on the Specifications/Bid Form, and agree to fulfill the specified contracted services.

Addendum/Addenda Acknowledged _____

Contractor's License: Class _____ Registration # _____ State _____
(These numbers should be typed or printed on the front of your bid return envelope.)

Cash Discount for Prompt Payment _____ % 20 days

DEBARMENT STATUS

I hereby certify that the information supplied is correct and that neither the Provider nor any person(s) connected with the Provider as a principal or officer, to my knowledge, is now debarred or otherwise declared ineligible by any agency of the Federal, State, and/or Local Government, the Commonwealth of Virginia, or any locality in the State of Virginia, from contracting to provide the goods and/or services requested herein, nor is it an agent of any person or entity that is currently so debarred.

SIGNED: _____

(Signature in Long Hand)

(Name and Position Typed)

(Date)

Failure to sign this Invitation to Bid will result in the bid being declared non-responsive.



Chesapeake Public Schools

Purchasing Department
School Administration Building
312 Cedar Road
Chesapeake, Virginia 23322

Dear Contractor:

Effective July 1, 2006, amendments made to the Code of Virginia § 22.1-296.1 require that prior to awarding a contract, the contractor and the contractor's employees who may be in direct contact with students in the performance of the contract certify that both the contractor and the contractor's employees have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. For the purpose of implementation the Chesapeake Public Schools defines "direct contact with students" as a contractor working at a school site between the hours of 6:00 a.m. and midnight during normal school days in lieu of a school facility such as the Warehouse or Transportation Department where students are not expected to be present.

Enclosed please find a certification (Certificate of Compliance) that **is required to be completed and submitted prior to awarding your contract and/or issuing your purchase order. This form must be updated every twelve (12) months for the duration of the contract/agreement period.** Should there be a change to the certification of your officers, or any individuals assisting in the performance of the contract between the twelve (12) month periods, Chesapeake Public Schools must be notified immediately and an updated certification must also be provided to Chesapeake Public Schools within five (5) days of such change. Failure to complete all certifications accurately may result in the award of the contract/agreement being revoked without recourse against the Chesapeake Public Schools.

Please feel free to contact the school/department, which is responsible for finalizing your agreement, with any questions you may have, or call the Purchasing Department at 547-0265.

Sincerely,

Chesapeake Public Schools

Enclosure

*The Chesapeake Public School System is an equal educational opportunity school system.
The School Board of the City of Chesapeake also adheres to the principles of equal opportunity in employment
and, therefore, prohibits discrimination in terms and conditions of employment on the basis of race, sex,
national origin, color, religion, age, or disability.*

Certificate of Compliance
Code of Virginia §22.1-296.1

I, the undersigned certify that no individual holding an office in the company and/or corporation has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; or a crime of moral turpitude.

List Officers and Titles:

Further, the following individuals will, on behalf of my firm, assist in the performance of this contract and they have not been convicted of a felony or crime as described above.

Listing of individuals assisting in the performance of this contract:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Attach additional names to this form if the space is not adequate.

I understand that should there be any change to this certification of officers, or individuals assisting in the performance of this contract, during any time of this contract, the Chesapeake Public Schools' central office/school issuing this contract/PO will be notified immediately, and an updated certification will be provided to them within five (5) days of such change.

Company

Print Name

Title

Signature

Date

For Office Use Only

Acknowledged by: _____ Date: _____

If Applicable:

Project Name: _____ PO # : _____

This form must be updated every twelve (12) months for the duration of the contract/agreement period.



Chesapeake Public Schools

Purchasing Department
School Administration Building
312 Cedar Road
Chesapeake, Virginia 23322

Dear Contractor:

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall provide a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations.

Enclosed please find the certification document (Certificate of Compliance With Immigration Laws and Regulations) that is required to be completed and submitted for all contracts with a total value of \$50,000 or more. This certificate shall be attached to the contract document, if applicable. For instances, where a purchase order will serve as the contract, this certificate shall be completed and returned to Chesapeake Public Schools. The Contract/Purchase Order will not be issued prior to submittal of a completed Certificate of Compliance With Immigration Laws and Regulations. No performance may take place until the completed certificate is provided to the school/department responsible for finalizing your agreement. This form must be updated every twelve (12) months for the duration of the contract/agreement period. Should there be a change to the certification between the twelve (12) month periods, Chesapeake Public Schools must be notified immediately and an updated certification must also be provided to Chesapeake Public Schools within five (5) days of such change. Failure to submit a certificate shall render the pending contract and/or purchase order void.

Please feel free to contact the school/department responsible for finalizing your agreement with any questions you may have, or call the Purchasing Department at 547-0265.

Sincerely,

Chesapeake Public Schools

Enclosure

The Chesapeake Public School System is an equal opportunity school system. The School Board of the City of Chesapeake also adheres to the principles of equal opportunity in employment and, therefore, prohibits discrimination in terms and conditions of employment on the basis of race, sex, national origin, color, religion, or disability.

CHESAPEAKE PUBLIC SCHOOLS
Certificate of Compliance
With Immigration Laws and Regulations

*****For Transactions That Total More Than \$50,000*****

Return this form to the school / department responsible for finalizing your agreement.

VENDOR: FORM MUST BE NOTARIZED PRIOR TO SUBMISSION

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall provide a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations.

This certificate shall be attached to the contract document, if applicable. In any case where a purchase order will serve as the contract, this certificate shall be completed and returned to the Chesapeake Public Schools. The Contract/Purchase Order will not be issued prior to submittal of a completed Certificate of Compliance With Immigration Laws and Regulations. No performance may take place until the completed certificate is provided to the school/department responsible for finalizing your agreement. Failure to submit a certificate shall render the pending contract and/or purchase order void.

Type or print legibly when completing this form.

Legal Name of Contractor or Vendor (Note: This is your name as reported to the IRS. It should match your Social Security card or Federal Identification Number.)

Type of Business Entity

Check one (attach additional pages to this form if the space below is not adequate):

- Sole Proprietorship**—provide full name and address of owner
- Limited Partnership**—provide full name and address of all partners
- General Partnership**—provide full name and address of all partners
- Limited-Liability Corporation**—provide full name and address of all managing members
- Corporation**—provide full name and address of all officers

Full Name

Address

City, State and Zip

()

Business Telephone #

()

Business Fax #

Doing Business As (If Applicable)

(Note: This is the name that appears on your invoices, but is not used as your reporting name.)

Name and Title of Person Completing this Certificate

Physical Business Address

Number of Employees

Are All Employees Eligible for
Employment in the United States?

Under penalty of perjury, I declare on behalf of the contractor/vendor listed above that to the best of my knowledge and based upon reasonable inquiry each and every one of the contractor's employees is eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/vendor that due care and diligence shall be used to ensure that all employees hired in the future will be eligible for employment in the United States and that I agree to remain in compliance throughout the duration of the contract. I affirm the information provided herein is true, correct, and complete. I also agree to permit the Chesapeake Public Schools to inspect records and documentation to ensure that all persons hired by the contractor/vendor are eligible for employment under the laws referenced in this certificate when deemed necessary by Chesapeake Public Schools. I agree that the contractor/vendor will fully cooperate in any such audit.

Sworn this _____ day of _____, 20__

on behalf of _____

(Name of Contractor/Vendor)

as evidenced by the following signature and seal:

Name of Contractor/Vendor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

SWORN TO AND SUBSCRIBED BEFORE ME:

City/County of _____

Commonwealth/State of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

Registration No.: _____

Notary Public Signature

My commission expires: _____

For Office Use Only:	_____
PO #:	_____
Bid/RFP Project Name:	_____
	Buyer

~ Vendors: Please complete and return this form with bid response. ~

Vendor's Authorization to Transact Business in the Commonwealth

To the extent the Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, such entity shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity by the State Corporation Commission. Any such business entity shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this contract. The Owner may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code Section 2.2-4311.2.

Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

State Corporation Commission Identification No.: _____

or

Describe why the bidder or offeror is not required to be authorized by the State Corporation Commission: _____

