



Chesapeake Public Schools

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

DATE: January 30, 2012

FROM: Chesapeake Public Schools

RE: Invitation to Bid

BID NO: 31-1112

BID TOPIC: Carpet Installation – Indian River 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 basic 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. Specifications / 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.

INVITATION TO BID

DATE: January 30, 2012 BID NO. 31-1112

BID TOPIC: Carpet Installation – Indian River High School

BIDS MUST BE RECEIVED AND REGISTERED NO LATER THAN:

Hour: 2:00 P.M. Date: February 10, 2012

Deliver **Michele Zimbro, Associate Buyer, Chesapeake Public Schools**
or **School Administration Building, 312 Cedar Road**
Mail To: **Chesapeake, Virginia 23322**

ABSOLUTELY NO BIDS WILL BE ACCEPTED AFTER THE ABOVE LISTED HOUR.

TO BE OPENED: Time: 2:05 P.M. Date: February 10, 2012

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

ANYONE INTERESTED IN ATTENDING THIS OPENING WILL BE WELCOME. IT IS REQUESTED THAT ALL ATTENDING BE ON TIME.

*AUTHORIZED REPRESENTATIVE OF CHESAPEAKE PUBLIC SCHOOLS:

Name Michele Zimbro Phone No. (757) 547-0265

Title Associate Buyer

DELIVERY:

All material may be shipped and / or all work

To commence as stated in the bid specifications
With completion as stated in the bid specifications

* PLEASE DIRECT ANY INQUIRIES TO THE AUTHORIZED REPRESENTATIVE



**Chesapeake Public Schools
General Bid Conditions
For Equipment, Supplies and Contract Services**

The conditions set forth herein apply to all equipment, supplies, and contracted services bid to the Chesapeake Public Schools. All bidders are bound, will adhere to, and comply with 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 Purchasing Department, 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 and submitted no later than seven (7) days prior to the date fixed for the opening of the bid.
2. The bid response must be:
 - a. Sealed and submitted in a plain opaque envelope clearly marked with the bid number, date, and time of bid opening as indicated in the Invitation to Bid.
 - b. Submitted utilizing the envelope template provided in “**Attachment A**” in packaging your proposal for submission. Failure to do so may result in your proposal not being received in a timely manner, which may result in your proposal not being considered.
 - 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 unless otherwise stated in the bid. Bids received after the date and time of bid registration will not be considered.
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 the 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. When bidding an item other than that specified, the bidder will give the trade designation of the item, manufacturer's name, and detailed specification on the item he proposes to furnish. **The absence of this information** on the Vendor's Response / Bid Proposal Form will be construed as submitting a price on the identical item specified.
10. Bids on equipment must be standard new equipment, of latest model and in current production, unless otherwise specified.
11. All manufactured stock must be certified to meet all federal, state, and local codes.
12. When bids are requested on lump sum basis, bidder must enter the price for each item and also the lump sum.
13. All prices quoted must be "per unit" as specified. 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. Enter the price per unit and the extensions for each item bid. In case of a discrepancy, the lowest price will govern.
15. All bid prices are to be F.O.B. destination unless otherwise indicated. If the award is made on any other basis, transportation charges will be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted. Delivery alone does not constitute acceptance.
16. 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.
17. Withdrawal of bid due to error: A bidder may withdraw his bid from consideration if it contains a mistake provided that:
 - a. The bid was submitted in good faith.
 - b. The mistake was a clerical mistake as opposed to a judgment mistake.
 - c. It was due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or materials made in the compilation of the bid.Chesapeake Public Schools reserves the right to require proof from original sources of compilation that would verify the withdrawal's validity. It is preferred that notice of intent to withdraw to be given in writing within two (2) business days after conclusion of the bid opening procedure and must state the reason for withdrawal. However, for all construction projects, notice must be given within

two (2) business days after conclusion of the bid opening. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. If the Chesapeake Public Schools denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

18. 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 advertisements 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. Chesapeake Public Schools is exempt from federal, state, local, and excise taxes. The bid price shall be net and not include the amount of any such tax. Exemption certificates, if required, will be provided upon request. 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 indicted in the bid documents.

20. Sales to school boards are not affected by any fair trade agreements.
21. 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 date of receipt of a **properly** executed invoice form or date of delivery, whichever is later.
22. 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 required and a representation that the bidder can furnish the supplies, materials, equipment, and services satisfactorily in complete compliance with the specifications. 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.
23. Under penalty of perjury, the bidder certifies that the bid price or prices quoted have been arrived at by the bidder independently and has been submitted without collusion with any other vendor of supplies, equipment, or services of the type bid: the contents of the bid have not been communicated by the bidder, or, to his knowledge and belief, by any of his employees or agents, to any person not an employee or agent of the bidder or its surety on bond furnished herewith, prior to the official opening of the bid.

B. Bid Contract

1. The Chesapeake Public Schools reserves the right to reject any or all bids in whole or in part, to waive any informalities such as technical defects, qualifications, irregularities, and omissions if in its judgment the best interest of the Chesapeake Public Schools System will be served.
2. Unless otherwise stipulated, the right is reserved to award the bid in total, by individual item, or by category (compatibility of items), whichever is in the best interest of Chesapeake Public Schools.
3. Award will be made to the lowest responsive and responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, warranty of the product, conformity with the specifications, purposes for which required, and terms of delivery.
4. All other factors being equal such as quality, service, cost etc., 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, a tie shall be decided by a random drawing. Whenever any bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a preference, a like preference may be allowed to the lowest responsive and responsible bidder who is a resident of Virginia.
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. Any bid on which the bidder

shortens the time specified for acceptance, **may**, in the discretion of Chesapeake Public Schools be rejected.

6. Bidders may be notified in writing of the bid accepted.
7. In submitting a bid, the bidder obligates himself and / or his company to furnish goods or services at price bid, and that written notice from Chesapeake Public Schools constitutes a contract between the bidder and Chesapeake Public Schools. (When a written contract as a separate document is required, this will be prepared and / or approved by Chesapeake Public Schools and submitted to the successful bidder.) An award letter does not constitute official notification unless agreed to by both parties. When circumstances warrant, quantities may be adjusted by mutual consent of Chesapeake Public Schools and the successful bidder.
8. 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, award letter, 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.
9. 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.
10. 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, or should market conditions change such that it is not in the best interest of the Chesapeake Public Schools to continue to purchase from the contract, Chesapeake Public Schools may take the appropriate action to satisfy the contract, including cancellation of the contract. In the event a bidder fails to perform satisfactorily, and the contract has been canceled for poor or nonperformance, 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. The bidder may be allowed to apply for reinstatement to the bid list after a period of one (1) year or one (1) bid cycle, which ever 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.
11. 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, which ever is greater, must be approved by the Chesapeake Public Schools' School Board.

12. 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 the property of Chesapeake Public Schools.
13. 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 the previous written consent of the Chesapeake Public Schools.
14. In accordance with the Code of Virginia, Section 11-53, the Chesapeake Public Schools reserves the right to negotiate with the lowest responsive responsible bidder.
15. The successful bidder / contractor shall be responsible to secure, at its expense, any and all state and local permits and licenses required to do business in the City of Chesapeake.
16. 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 items are to be shipped or delivered, nor any work proceed until receipt of purchase order or confirming purchase order number from an agent of the Chesapeake Public Schools' Department of Purchasing.
2. Delivery must be made as stipulated on the purchase order. If for reasons beyond the control of the company the delivery cannot be made by the specified date, it will be the company's responsibility to notify the authorized representative of Chesapeake Public Schools of the reason for the delay and the new delivery date. Failure of this notification may be justification for removal of a vendor from the bid list.
3. All deliveries are to be made between 8:00 a.m. and 2:00 p.m., Monday through Friday, unless otherwise stipulated in the bid. Prices quoted in the bid proposal shall include all delivery costs and expenses incurred for **"inside delivery"** (defined as all transportation and labor necessary to deliver required product(s) to and inside, at a designated area within the project locations). If the successful vendor chooses to use an independent shipper, arrangements must be made in advance for inside delivery. Chesapeake Public Schools **will not** provide any personnel to aid in the unloading or installing of any product. Failure to make necessary arrangements may result in refusal of the shipment. Such refusal shall not obligate Chesapeake Public Schools for any charges in excess of that stated in the bid proposal.
4. No deliveries may be made on Saturday, Sunday, or a legal holiday except when the delivery is an emergency, in which event the convenience of Chesapeake Public Schools shall govern.
5. Item(s) shall be properly packed for shipment, storage, and stocked in new shipping containers and in accordance with accepted commercial practices.

6. The successful bidder shall be responsible for the delivery of items in good condition to the point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving representative for each participant will note for the benefit of successful bidders when packages are not received in good condition.
7. The successful bidder will be required to furnish signed proof of delivery in every instance.
8. All deliveries shall be accompanied by delivery tickets of packing slips. Tickets shall contain the following information for each item delivered:
 - a. Purchase Order Number and / or Contract Number.
 - b. Name of Article.
 - c. Item Number.
 - d. Quantity.
 - e. Name of Successful Bidder.Cartons shall be labeled with purchase order or contract number, successful bidder's name, and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods at no cost to the receiving participant.
9. When installation is required, the successful bidder will be required to unload and place the material, equipment, or supplies in the school or building as directed. The Chesapeake Public Schools accepts no responsibility for unloading and placing of the aforementioned. Any cost incurred due to the failure of the successful bidder to comply with the requirement will be back charged. No help for unloading will be provided by Chesapeake Public Schools; therefore, the successful bidder should have their suppliers notify their truckers accordingly. The successful bidder shall acquaint himself with the conditions to be found at the site to reduce any delivery and installation concerns and shall assume all responsibility for placing and installing the equipment in the locations required.
10. 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.
11. The successful bidder shall remove all debris and rubbish resulting from his work in an acceptable manner off school grounds on a daily basis. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, the buildings and grounds cleaned, and everything in proper repair, and working order.
12. Equipment and supplies shall be stored at the site only on 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.
13. Installation shall progress in such a manner as to cause the least inconvenience to Chesapeake Public Schools and with proper consideration for the rights of other successful bidders or workmen in cases of concurrent operations. The successful bidder shall keep in touch with the entire operation and install his work promptly. He shall remain on the job site until all work is completed.

14. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is." Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.
15. 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.
16. 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.
17. 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.

D. Samples

1. The Chesapeake Public Schools reserves the right to request a representative sample of the items bid prior to the award. If the sample fails to meet specifications, the bid will be disqualified.
2. 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 the 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 tests. 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 not remove 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.
3. If specifications state that an item to be bid must equal a sample on display, the sample will be made available to all bidders by the Chesapeake Public Schools' personnel. Failure of a bidder to examine the sample shall not relieve him from complying with the specifications.
4. All specifications are minimum standards. In the case of an offered bid sample being of superior quality and receiving the bid award, the delivered must be the same as sample submitted.

E. Guarantee – Warranty

1. The successful bidder guarantees:
 - a. Against defective or faulty material or workmanship, or as stipulated in the bid document, for a period of one (1) 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 grounds, 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 corrected or replaced to the satisfaction of Chesapeake Public Schools by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee (one [1] year from the date of acceptance of the replacement) as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from Chesapeake Public Schools. Only original parts and / or equipment are to be used unless otherwise approved in writing by the Chesapeake Public Schools.
- d. All deliveries will be equal to the accepted bid sample.
- e. The equipment or furniture offered is standard, new, and of the latest model or regular stock product or as required by the specifications with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacture's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year from the date of acceptance. If during this period such faults develop, the successful bidder agrees to replace the unit or part affected without cost to the Chesapeake Public Schools.

F. 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. Additionally, the Chesapeake Public Schools reserves the right to require bid, performance, labor, and material payment bonds. This requirement will be stated in the original bid documents if it is applicable. Bonds, if required, must be obtained from a surety company that is on both the State Corporation Commission and the Treasury Department's most recent listing of approved licensed surety companies. Insurance requirement include the following:
 - 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.

Bonding requirements include the following:

- a. 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, a certified check payable to Chesapeake Public Schools, or cash. Bonds submitted shall be procured from a surety company licensed in the State of Virginia and shall be on the approved list of the Commonwealth of Virginia State Corporation Commission. Bureau of Insurance Report and the Department of Treasury's approved listing of surety companies. 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.

Performance and Labor Material Payment Bonds:

- 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, Chesapeake, Virginia 23322.
 - e. 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.
2. Prior to undertaking performance of the contract hereunder, the contractor shall be required to furnish certification in a form acceptable to Chesapeake Public Schools that the successful bidder 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 successful bidder's legal liability for injury to or destruction of property (real or personal) and bodily injury or death caused in whole or part by any act of omission of the successful bidder, 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' Purchasing Department 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 contract.
 3. The successful bidder shall protect, defend, and save harmless the Chesapeake Public Schools, Chesapeake School Board, City of Chesapeake, and Chesapeake City Council from and against all claim, 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

therefrom, 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.

4. The successful bidder shall not be held responsible for losses resulting from wars, acts of public enemies, strikes, fires, floods, acts of nature, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

G. Licenses

- A. Each bidder must be properly licensed in the locality in which their business office resides and in compliance with all pertinent state (Virginia) and local regulations. Each contractor will make himself aware of the City of Chesapeake codes and regulations relevant to business licenses and should be in compliance with said codes and regulations.

Contractor's Regulatory License

- B. The Chesapeake Public Schools will only award contracts in excess of \$1,000 to registered contractors per the Virginia Contractor's Registration Law 54.1-1100. One (1) 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 and on the outside of the return envelope, your class and registration number. Failure to comply may disqualify your bid from consideration.

H. Payments

1. Payment of invoices will be certified promptly for items received in accordance with specifications and bid.
2. Payment shall not preclude Chesapeake Public Schools from making a claim for adjustment on any item later found not to have been in accordance with General Conditions, Special Conditions, and Specifications of Bid.
3. Partial payments against a total order will be made upon presentation of a **properly** executed invoice and in accordance with Chesapeake Public Schools' accounting procedures and practices.
4. 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.
5. 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 progress payments.

6. 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 performance of the contract. All amounts withheld will be included in the final payment.

I. 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.php> 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 (5) 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 § 2.2-4343.1(b) of the Virginia Public Procurement Act.

Q. Debarment Status

By submitting their proposals, Vendors certify that they are not currently debarred by the Commonwealth of Virginia, or any locality in the state of Virginia, from submitting bids or proposals on contracts for the type of goods and / or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. Vendors under debarment should attach documentation explaining the circumstances and nature of the debarment.

R. Certificate of Compliance

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. This certificate shall be attached to the contract document, if applicable.

S. Certificate of Compliance with Immigration Laws and Regulations

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. **Chesapeake Public Schools requires a completed Certificate of Compliance with Immigration Laws and Regulations for**

transactions that total more than \$5,000. This certificate shall be attached to the contract document, if applicable.

1/18/12 mz

GENERAL CONDITIONS OF BID

SCOPE / DESCRIPTION:

Provide all labor, materials, and incidentals necessary to furnish and install carpeting and transition strips at Indian River High School, in accordance with the attached specifications.

PROJECT / PRODUCT LOCATION:

Indian River High School
1969 Braves Trail
Chesapeake, VA 23324

CONTACT PERSON (S) PRE-AWARD:

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

CONTACT PERSON (S) POST-AWARD:

Gregory Hanson
Supervisor of New Construction and Planning
Telephone: (757) 547-0013

GENERAL CONDITIONS OF BID

SCHEDULE / COMMENCEMENT OF WORK:

Delivery and installation is anticipated to be phased from May 2012 through June 2013. Delivery and installation shall be coordinated through the General Contractor, Blue Ridge General Contractors, and Chesapeake Public Schools. Exact dates will be confirmed prior to delivery. Deliveries must be scheduled during normal hours of operation from 7:30 a.m. to 4 p.m., Monday through Friday. Chesapeake Public Schools may amend dates due to construction schedules. If this occurs, the vendor will be notified in advance. Vendor will be required to attend a series of installation coordination meetings with the owner and contractor prior to the beginning of installation.

This is a phased project. Installation shall occur according to the phases identified on the accompanying Carpet Matrix (page 31). Anticipated dates of each phase are as follows:

<i>Phase</i>	<i>Anticipated Installation Dates</i>
1a	May 8, 2012, through June 15, 2012
3	August 1, 2012, through August 15, 2012
4a	September 1, 2012, through October 1, 2012
4c	May 15, 2013, through June 15, 2013

All work must be coordinated through Gregory Hanson. 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 Gregory Hanson at (757) 547-0013.

DELIVERY NOTIFICATION:

The successful vendor will notify Chesapeake Public Schools' New Construction Department at (757) 547-0013 at least **forty-eight (48) hours** prior to any deliveries. Please contact Gregory Hanson with details regarding delivery. Failure to make the proper notification may result in refusal of shipment. Such refusal shall not obligate Chesapeake Public Schools for any charges in excess of that stated in the bid proposal.

DELIVERY INFORMATION:

Delivery of product(s) will be made, upon request from qualified Chesapeake Public Schools' personnel, between the hours of 7:30 a.m. and 4 p.m. The vendor's ability to deliver the required product within this time frame is critical to the success of this contract.

GENERAL CONDITIONS OF BID

QUANTITY:

Quantities indicated in the bid are not guarantees, but close estimates of the school system's requirement. Chesapeake Public Schools reserves the right to adjust any and / or all quantities, without penalty, as necessitated by budget restrictions or changes in educational requirements.

SAMPLES:

Samples shall be provided at the bidder's expense within ten (10) working days of request.

DRAWINGS:

Referenced drawings are included in this bid as "**Attachment D.**"

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.

GENERAL CONDITIONS OF BID

PRICING REQUIREMENTS:

Chesapeake Public Schools is requesting **installed pricing**. The purchase order / letter of intent will be processed using the installed prices as submitted on the bid.

Installed Price is defined as the cost for each item that will include all transportation and labor charges incurred to deliver the product to the project location, unloading, uncrating, assembly, and setting in place (as per owner furnished room layouts) of all product awarded to the successful vendor. All trash and dunnage must be removed from the school site and disposed of in an acceptable manner at the close of each business day. **On-site dumpsters may not be used.**

SITE VISITATION:

It is incumbent upon the bidder to familiarize himself with the delivery / installation site 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.** Please contact Gregory Hanson at (757) 547-0013 to arrange a site visit.

Any person / vendor visiting a Chesapeake Public Schools' facility during school hours must check in at the Main Office, follow all school procedures related to school safety, and not provide any disruption to instructional activities.

INSURANCE CERTIFICATE / BONDING 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 required bonds which are acceptable to Chesapeake Public Schools and must meet the requirements set forth in the General Conditions of Bid contained herein.

WARRANTY:

Warranties shall be as indicated in the attached specifications.

GENERAL CONDITIONS OF BID

SECURITY:

The successful vendor will take all necessary and reasonable steps to ensure that the doors and windows are secured at the close of each workday. A normal workday for Chesapeake Public Schools is 7:30 a.m. until 4 p.m., Monday through Friday, unless otherwise agreed to. In the event that the successful vendor requests that these hours be extended, the vendor may 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, etc. in an acceptable manner **off** school property. Daily accumulation of debris shall be consolidated in a designated area out of the way of activity.

REFERENCES:

The successful vendor may be required to show evidence to substantiate the ability to perform and execute a contract of this type and magnitude. Since references may 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 (1) year or one (1) bid cycle, which ever 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.**

CRITERIA FOR AWARD:

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

- A. Price
- B. Conformance to bid documents
- C. Ability to deliver and install within the specified time
- D. Verification of similar size and type projects
- E. References

INTENT OF AWARD:

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

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.

SPECIAL CONDITIONS

SPECIAL CONDITIONS:

1. All work must be coordinated through the Department of New Construction.
2. All work shall be performed in such a manner as not to interfere with the educational process.
3. Any revisions to the solicitation will be made only by addenda issued by the Chesapeake Public Schools' Purchasing Department. The addenda will be published on DemandStar (www.demandstar.com) and the Chesapeake Public Schools' website (www.cpschools.com). Any oral responses are not official. Vendor is encouraged to check DemandStar or the Chesapeake Public Schools' website daily up to forty-eight (48) hours prior to proposal closing to check and secure any addenda. Vendors not having access to the Internet should contact the Chesapeake Public Schools' 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.

4. **Additional Information:**

Chesapeake Public Schools reserves the right to ask any vendor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which Chesapeake Public Schools deems desirable. Further, Chesapeake Public Schools reserves the right to order items from State Contracts or other competitively negotiated contracts such as U. S. Communities contracts if it is deemed to be in the best interest of Chesapeake Public Schools.

5. **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.

6. American Recovery And Reinvestment Act Of 2009 (ARRA) / Wage Rate Requirements / Davis-Bacon

The contract resulting from the award of this bid is funded in whole or in part using the American Recovery and Reinvestment Act of 2009 (ARRA). As such there are mandated federal and state requirements governing such a contract. The successful vendor / contractor and any subcontractor agree to comply with certain requirements as set forth within the SUPPLEMENTARY GENERAL PROVISIONS FOR CONTRACTS FUNDED BY THE UNITED STATES THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ATTACHMENT E OF THIS BID DOCUMENT).

Any vendor / contractor and subcontractor not willing to adhere to and conform with the requirements found in Attachment E of this bid should not bid or accept a contract in which ARRA funds are being used.

SPECIAL CONDITIONS

PART 1 – GENERAL

1.1 **GENERAL CONDITIONS:**

- 1.1.1 Reference drawings (“**Attachment D**”) and the attached Carpet Matrix (page 30) for Indian River High School.
- 1.1.2 Work under this contract is to be coordinated with the General Contractor, Blue Ridge General.
- 1.1.3 General Contractor is providing and installing resilient base (Johnsonite #18, Navy Blue). Transition strips shall match resilient base color.
- 1.1.4 Work is to be performed in accordance with the Carpet and Rug Institute (CRI): CRI 104-2002 "Standard for Installation of Commercial Carpet."
- 1.1.5 Carpet installer shall keep areas of work clear of their carpet debris.

1.2 **SUMMARY:**

- 1.2.1 Provide and install carpet tile and installation accessories as outlined.
- 1.2.2 Provide and install resilient transition accessories at carpet terminations to other floor finishes.

1.3 **SUBMITTALS:**

- 1.3.1 *General:* Submit the following:
 - 1.3.1.1 Product data for each type of carpet, fiber system, backing system, installation material, and accessory required including specific ASTM testing, CRI certification, and performance data.
 - 1.3.2 *Samples:* For each type of the following products and for each color and texture required. Label each sample with carpet manufacturer's name, material description, color, pattern, and designation indicated on drawings and in schedules.
 - 1.3.2.1 *Roll and Tile Carpet:* Minimum 9-inch by 18-inch sample with back system, as specified.
 - 1.3.2.2 *Resilient Textile Flooring:* Minimum 9-inch by 18-inch sample with back system, as specified.
 - 1.3.3 *Maintenance Data:* To be included in maintenance manual. Include the following:
 - 1.3.3.1 Methods for maintaining carpet, including cleaning and stain-removal products and procedures and carpet manufacturer's recommended maintenance schedule.
 - 1.3.3.2 Precautions for cleaning materials and methods that could be detrimental to finish or backing system.
 - 1.3.4 *Seaming Diagrams:* Provide seaming diagrams for all roll good material 6'-0" wide or greater.

SPECIAL CONDITIONS

- 1.4 **WARRANTY:**
- 1.4.1 *Floor Covering Installation Contractor's Warranty:* Submit a certificate guaranteeing the installation to be free of defects in workmanship for a period of one (1) year. The certificate shall include the following statement: "Installer shall, at his own expense and upon written notice from the Owner or his representative, promptly correct or replace any and all improper work and unsatisfactory or damaged material because of improper workmanship that may become apparent within one (1) year after the date of Substantial Completion and Final Acceptance."
- 1.4.2 *Manufacturer's Warranty:* Submit a warranty by carpet manufacturer agreeing to repair or replace carpet that does not meet requirements or that fails in materials or workmanship within the specified warranty period. Failures include, but are not limited to, more than a ten percent (10%) loss of face fiber, edge raveling, snags, runs, and delamination.
- 1.4.3 Refer to individual carpet system warranties as listed in Part 2.
- 1.5 **QUALITY ASSURANCE:**
- 1.5.1 *Installer Qualifications:* An experienced installer who is certified by the Floor Covering Installation Board or who can demonstrate compliance with its certification program requirements.
- 1.5.2 *Product Options:* Only approved substitutions will be permitted.
- 1.6 **PROJECT CONDITIONS:**
- 1.6.1 The General Contractor is responsible for preparing space to receive carpet. Do not proceed with installation of carpet until instructed by the General Contractor.
- 1.6.2 *Environmental Limitations:* Do not install carpet until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for project when occupied for its intended use.
- 1.6.3 Do not install carpet over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesives and concrete slabs have pH range recommended by carpet manufacturer.
- 1.6.4 Perform calcium chloride tests in area of installation. Do not install carpet unless a pH of 9 or less is achieved when substrate is wetted with potable water and pHdrion paper is applied.
- 1.6.5 Where demountable partitions or other items are indicated for installation on top of the carpet, install carpet before installing these items.
- 1.7 **EXTRA MATERIALS:**
- 1.7.1 Furnish extra materials described below, before installation begins, that match products installed and that are packaged with protective covering and identified with labels describing contents.
- 1.7.2 *Carpet, Tiles:* Full tiles equal to 5 percent (5%) of amount installed for each type and color indicated, but not less than one (1) full carton.

SPECIAL CONDITIONS

- 1.7.3 *Carpet, Broadloom*: Full widths equal to 5 percent (5%) of amount installed for each type and color indicated, but not less than 15 square yards.
- 1.7.4 *Resilient Textile Flooring*: Full widths equal to 5 percent (5%) of amount installed for each type and color indicated, but not less than 15 square yards.
- 1.7.5 *Transition Strips*: 50 linear feet per color and type.
- 1.7.6 All overage material shall be provided to and received by Gregory Hanson and / or his representative.

PART 2 – PRODUCTS

- 2.1 **CARPET:**
- 2.1.1 In locations indicated on Carpet Matrix at the end of this section, provide the following types of carpet:
 - 2.1.1.1 *CARPET 1 (CPT1)*: J&J Commercial, Cubism Modular 4830, Color: #1273 Watercolors, textured pattern loop, 24" x 24" carpet tile.
 - 2.1.1.1.1 Installation Method: Monolithic, direct glue.
 - 2.1.1.1.2 Backing System: Nexus™ Modular.
 - 2.1.1.1.3 Warranties:
 - 2.1.1.1.3.1 **Carpet Wear**: Ten (10) years from date of Substantial Completion when manufacturer's adhesives are used.
 - 2.1.1.1.3.2 **Stain Resistance**: Ten (10) years from date of Substantial Completion when manufacturer's adhesives are used.
 - 2.1.1.1.3.3 **Static Edge Ravel Delamination and Tuft Binding**: Lifetime of carpet.
 - 2.1.1.2 *CARPET 2 (CPT2)*: Shaw Solid 5A137-37448, Color: #37448 Sirocco.
 - 2.1.1.2.1 Broadloom: 12' width, pattern repeat 0.5" wide x 0.5" long.
 - 2.1.1.2.2 Backing System: Classicbac™.
 - 2.1.1.2.3 Installation Method: Direct glue.
 - 2.1.1.2.4.1 Warranties:
 - 2.1.1.2.4.1 **Carpet Wear**: Ten (10) years from date of Substantial Completion when manufacturer's adhesives are used.
 - 2.1.1.2.4.2 **Stain Resistance**: Ten (10) years from date of Substantial Completion when manufacturer's adhesives are used.
 - 2.1.1.2.4.3 **Static Edge Ravel Delamination and Tuft Binding**: Lifetime of carpet.
- 2.2 **INSTALLATION ACCESSORIES:**
- 2.2.1 *Installation Adhesive*: Water-resistant, non-staining type, and low VOC adhesive, as recommended by carpet manufacturer, and which complies with flammability requirements for installed carpet. Adhesives shall be releasable and CRI IAQ certified.

SPECIAL CONDITIONS

- 2.2.2 *Seaming Cement:* Cold weld chemically sealed seams, as recommended by carpet manufacturer, to form secure seams and prevent pile loss at seams. Carpet manufacturers shall approve seam sealers and seam cleaners. Seaming cement shall be CRI IAQ certified.
- 2.2.3 *Miscellaneous Materials:* As recommended by manufacturers of carpet and other carpeting products and selected by installer to meet project circumstances and requirements.
- 2.3 **TRANSITION ACCESSORIES:** ADA approved transitions to be provided at carpet transitions to hard floor finishes. Color: to match Johnsonite #18, Navy Blue
- 2.3.1 **TRANSITION STRIPS:** Carpet transitions to vinyl composition tile: Johnsonite CTA-XX-H or CTA-XX-D, carpet transitions to terrazzo: Johnsonite CTA-XX-P, RTF transition to vinyl composition tile: Johnsonite: CTA-XX-N, and RTF transitions to terrazzo: Johnsonite RRS-XX-C.

PART 3 – EXECUTION

- 3.1 **PRE-INSTALLATION REQUIREMENTS:**
- 3.1.1 Examine substrates for moisture content and other conditions under which carpeting is to be installed. Repair minor holes, cracks, depressions or rough areas using material recommended by carpet and adhesive manufacturer. Notify Owner and General Contractor in writing of major conditions detrimental to proper completion of the work. Do not proceed until unsatisfactory conditions have been corrected. Where primers / sealers are used, compatibility with adhesive shall be verified prior to starting work.
- 3.1.1.1 *Concrete Subfloors:* Verify that concrete slabs comply with ASTM F 710 and the following:
 - 3.1.1.1.1 Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet manufacturers.
 - 3.1.1.1.2 Subfloor finishes comply with requirements specified in Division 3 Section "Cast-In-Place Concrete" for slabs receiving carpet.
- 3.1.2 Contractor shall be responsible for verifying all dimensions and job conditions prior to installation.
- 3.1.3 Clear away debris and scrape up cementitious deposits from surfaces to receive carpeting; vacuum clean immediately before installation. Check concrete surfaces to ensure no "dusting" through installed carpet and apply sealer, where required, to prevent dusting. Surface shall be free of dirt, oil, grease, paint, plaster, moisture, and other substances detrimental to proper performance of adhesive and carpet.

SPECIAL CONDITIONS

- 3.1.4 Sequence carpeting with other work, as directed by the General Contractor, so as to minimize possibility of damage and soiling of carpet during remainder of construction period.
- 3.2 **PREPARATION:**
- 3.2.1 *General:* Comply with CRI 104, Section 7, "Site Conditions – All Installations" and carpet manufacturer's written installation instructions for preparing substrates indicated to receive carpet installation.
- 3.2.2 Use trowelable leveling and patching compounds, according to carpet manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.
- 3.2.3 Broom and vacuum clean substrates to be covered immediately before installing carpet. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Proceed with installation only after unsatisfactory conditions have been corrected.
- 3.3 **INSTALLATION:**
- 3.3.1 *General:*
- 3.3.1.1 Comply with CRI 104 sections, as relevant, to final selection of broadloom or tile.
- 3.3.1.2 Installation Methods:
- 3.3.1.2.1 **Tile:** CRI 104, Section 14 "Carpet Modules" – Glue-down; install every tile with Gridset releasable adhesive application.
- 3.3.1.2.2 **Broadloom:** CRI 104, Section 9 "Direct Glue-Down Installation."
- 3.3.1.3 Comply with carpet manufacturer's instructions and recommendations for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile; center seams under doors; do not place seams in traffic direction at doorways. Conspicuous seams will not be acceptable.
- 3.3.1.4 Extend carpet into each space, as required.
- 3.3.1.4.1 Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings.
- 3.3.1.4.2 Extend carpet under open-bottomed obstructions and under removal flanges and furnishings, and into alcoves and closets of each space.
- 3.3.1.4.3 Provide cutouts, where required, and bind or seal cut edges properly and as recommended by carpet manufacturer where not concealed by protective edge guards or overlapping flanges.
- 3.3.1.5 Expansion Joints: Do not bridge building expansion joints with continuous carpeting; provide for movement.
- 3.3.1.6 Carpet shall be installed wall-to-wall, using continuous lengths in as broad a width as possible.
- 3.3.1.7 Seaming:
- 3.3.1.7.1 Comply with CRI 104, Section 8 "Carpet Seam Edge Protection."
- 3.3.1.7.2 At doors, center flooring transition under doors.

SPECIAL CONDITIONS

- 3.3.1.7.3 Cut edges shall be trued and appropriately treated to form non-revealing joints where exposed.
- 3.3.1.8 Stair and Riser Installations: Install per methods stated in CRI 104 Section 13 "Carpet on Stairs."
- 3.3.1.8.1 Install by secure methods recognized to be durable and safe for traffic. Conceal edges and avoid making seams in areas of high traffic. Match adjoining carpet installation in every way possible.
- 3.3.1.8.2 Adhere over center surface and fit accurately and securely.
- 3.3.1.8.3 Adhere carpet tight to treads and risers.
- 3.3.1.8.4 Butt carpet on treads and risers tight to resilient accessory nosing.
- 3.4 **CLEANING AND PROTECTION:**
- 3.4.1 Perform the following operations immediately after installing carpet:
- 3.4.1.1 Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer. Remove and replace areas of carpets where spots cannot be removed.
- 3.4.1.2 Remove yarns that protrude from carpet surface.
- 3.4.1.3 Vacuum carpet using commercial machine with face-beater element.
- 3.4.2 Remove and dispose of debris and unusable scraps.
- 3.4.3 *Maintenance Materials*: Deliver overrun (if any) and usable scraps of carpet to Owner's designated storage space, properly packaged (wrapped and / or boxed) and identified. Usable scraps are defined to include roll ends of less than 9 feet-0 inches length, and pieces of more than 3 square feet area and more than 8 inches wide. Dispose of smaller pieces as "construction waste." Maintenance materials are not extra stock material.

SPECIAL CONDITIONS
CARPET MATRIX – INDIAN RIVER HIGH SCHOOL

<i>Plan Room</i>	<i>Room No</i>	<i>Room Name</i>	<i>Phase</i>	<i>Carpet Type</i>	<i>Transition Strip (TS)</i>	<i>Notes</i>
A011	L14	Communication Photo	3	CPT1	No	2
B002	A14	Tiered Classroom	4c	CPT1	No	2
B009	B15	Tiered Classroom	4c	CPT1	No	2
B010	B17	Tiered Classroom	4c	CPT1	No	2
E018	M05	AP Office	3	CPT1	Yes	
E021	N11	Tiered Computer Lab	3	CPT1	No	2
E025	F14	Tiered Distance Learning	3	CPT1	No	2
E030	M07	Teacher Center	3	CPT1	Yes	1
E041	M02	AP Office	3	CPT1	Yes	
G006	E15	Auditorium	4a	CPT1	Yes	1, 3
J014	J27	Teacher Center	1a	CPT1	Yes	1
J032	S10	Conference	1a	CPT1	Yes	
J038	S20	Conference	1a	CPT1	Yes	
J045	S09	Principal	1a	CPT2	Yes	
J046	S09B	Storage	1a	CPT2	No	
J050	S04	Conference	1a	CPT1	Yes	
K034	J08A	AP Office	1a	CPT1	Yes	
K039	G26	Media Center	1a	CPT1	Yes	
K042	G26A	Media Specialist	1a	CPT1	No	
K045	G26D	Prof Library	1a	CPT1	No	

Notes:

1. Carpet extends to limits noted on drawings
2. Risers and treads only
3. Includes risers and treads

CARPET TYPES:

CPT1:

- J&J Commercial
- Cubism Modular 4830
- Color: #1273 Watercolors, 24" x 24" carpet tile

CPT2:

- Shaw Solid 5A137
- Color: #37448 Sirocco, 12' broadloom

VENDOR'S RESPONSE / BID PROPOSAL FORM

- I. To provide all labor, materials, and incidentals necessary to furnish and install carpeting and transition strips at Indian River High School, in accordance with the attached specifications:

Total Price: \$ _____

Earliest Estimated Start Date ~ Phase 1a: _____

Earliest Estimated Start Date ~ Phase 3: _____

Earliest Estimated Start Date ~ Phase 4a: _____

Earliest Estimated Start Date ~ Phase 4c: _____

- II. 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.

<i>Reference</i>	<i>Contact Person</i>	<i>Telephone Number</i>
------------------	-----------------------	-------------------------

Reference Name and Address

Reference Name and Address

Reference Name and Address



Chesapeake Public Schools

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

LETTER OF TRANSMITTAL EQUIPMENT AND SUPPLIES / CONTRACTED SERVICES

MAIL / DELIVER TO:

TO: Michele Zimbardo, Associate 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)

(E-Mail Address) (Company Website)

(FEI Number) (DUNS Number)

BID NO: 31-1112 Carpet Installation – Indian River 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.

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.

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

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.

~ 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: _____



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 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.*

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.

List Officers and Titles (Please use full, legal names):

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 (Please use full, legal names):

<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 **\$5,000 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 \$5,000*****

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 #:	Buyer
Bid/RFP Project Name:	_____

**CARPET INSTALLATION – INDIAN RIVER HIGH SCHOOL
DRAWINGS**

Please refer to the drawings under a separate attachment file (“Attachment D”). We recommend printing these drawings on 11 x 17 paper to ensure the integrity of the scale.

**SUPPLEMENTARY GENERAL PROVISIONS FOR CONTRACTS
FUNDED BY THE UNITED STATES THROUGH
THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

This Contract is funded, in whole or in part, with funds appropriated by Congress through the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 123 Stat. 115 (2/17/09) ("Recovery Act"). The purpose of the Recovery Act is: (1) to preserve and create jobs and promote economic recovery; (2) to assist those most impacted by the recession; (3) to provide investments needed to increase economic efficiency by spurring technological advances in science and health; (4) to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; (5) to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.

As a recipient of funds pursuant to the Recovery Act, OWNER is committed to ensure that: (1) such funds are used for authorized purposes; (2) the use of such funds is transparent to the public; (3) it provides periodic reports to the federal government on the use of such funds; (4) instances of fraud, waste, error, and abuse are mitigated; (5) there are no unnecessary delays and cost overruns in the projects to be funded; and (6) program goals are achieved.

The Recovery Act imposes a number of conditions on OWNER's receipt and expenditure of funds and requires that OWNER's contractors comply with certain requirements as set forth herein. Accordingly, Contractor shall comply with and insert the following provisions in all subcontracts issued pursuant to this Contract:

1. Definitions

- (a) "ARRA" or "Recovery Act" means the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat.115.
- (b) "ARRA Funds" means any funds that are expended or obligated from appropriations made under ARRA.
- (c) "ARRA Requirements" means these Supplemental Terms and Conditions, as well as any terms and conditions required by: ARRA; federal law, regulation, policy or guidance; the federal Office of Management and Budget (OMB); or the awarding federal agency.
- (d) "Client" means the U. S. Dept. of Treasury.
- (e) "Contract" means the contract to which these Supplemental Terms and Conditions are attached, and includes an agreement made pursuant to a grant or loan subaward to a Sub-Recipient.
- (f) "Contractor" means the party or parties to the Contract other than the Prime Recipient and includes a subgrantee or a borrower. For the purposes of ARRA reporting, Contractor is either a Sub-Recipient or a Recipient Vendor under this Contract.
- (g) "OIG" means the Inspector General of the U. S. Treasury.
- (h) "Secretary" means the Secretary of the Treasury.
- (i) "Subcontractor" means any entity engaged by Contractor to provide goods or perform services in connection with this contract.
- (j) "OWNER" means City of Chesapeake School Board
- (k) "SubRecipient" means a non-federal entity receiving ARRA Funds through a Prime Recipient to carry out an ARRA funded program or project, but does not include an individual that is a beneficiary of such a program. The term "SubRecipient" is intended to be consistent with the definition in OMB Circular A-133.

1. **General**

This contract is governed by the provisions of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "Recovery Act" or "ARRA") as well as federal regulations and other federal guidance implementing ARRA (collectively, "Recovery Act Requirements" or "ARRA Requirements"). The Contractor agrees it shall comply with all ARRA Requirements applicable to this contract. In the event of a conflict between the terms of this contract and the ARRA Requirements, the provisions of the ARRA Requirements shall be controlling. The Contractor acknowledges that these ARRA Special Terms and Conditions may require changes to conform to the ARRA Requirements. Contractor agrees that it shall comply with any such changes upon receipt of written notification from the City of Chesapeake School Board of such changes. Such changes will become a material part of the contract without the necessity of either party executing an amendment to this contract. Contractor also agrees that it will provide to the City of Chesapeake School Board all information and documentation required by the Commonwealth or federal government in order to meet ARRA Requirements. Contractor agrees that, to the extent ARRA Requirements conflict with Commonwealth of Virginia, or City of Chesapeake School Board requirements, the ARRA Requirements shall control.

2. **Subcontractor Flow-Down Requirement**

Contractor agrees that it shall include these ARRA Special Terms and Conditions in any of its subcontracts in connection with projects funded in whole or in part with funds available under ARRA.

3. **Recordkeeping, Reporting, and Registration Requirements**

- (a) The award that funds this contract requires City of Chesapeake School Board to report on use of ARRA funds. Contractor understands and acknowledges that information from these reports will be made available to the public.
- (b) Contractor shall provide City of Chesapeake School Board with its unique Dun & Bradstreet Data Universal Numbering System (D-U-N-S®) number prior to award. (See Attachment H)
- (c) Contractor must register with Central Contractor Registration (CCR). (See Attachment H)
- (d) Contractor must register with FedConnect to submit their application. (See Attachment H)
- (e) Contractor shall retain all books, records, and other documents related to this contract for five (5) years after final payment. ARRA § 902 provides the U.S. Comptroller General and his representatives with the authority to:
 - (1) examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and
 - (2) interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
- (f) The Comptroller General and his representatives shall have the authority and rights provided under ARRA § 902 with respect to this ARRA-funded contract. ARRA § 902 further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.
- (g) Pursuant to ARRA § 1512, state agencies receiving ARRA funds must submit a report to the federal government containing information on the use of ARRA funds no later than ten (10) calendar days after the end of each calendar quarter. City of Chesapeake School Board must report to the state in advance of this date so the state can meet ARRA reporting requirements. Accordingly, Contractor agrees to provide the City of Chesapeake School Board with such information,

no later than five (5) calendar days after the end of each calendar quarter, as is required to comply with ARRA reporting requirements. Section 1512 of ARRA, its implementing regulations (2 CFR §176.50), guidance provided by the White House Office of Management and Budget and the terms of the ARRA grant that provides funds for this contract provide guidance on what information must be reported.

4. Inspector General Reviews

- (a) ARRA § 1515(a) provides authority for any representatives of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 to examine any records or interview any employee or officers of the Contractor or its subcontractors working on this contract. The Contractor is advised that any representatives of an appropriate Inspector General appointed under Section 3 or 8G of the Inspector General Act of 1978 have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. This right of examination shall also include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.
- (b) The City of Chesapeake School Board's contracting officer and other representatives of the City of Chesapeake School Board shall have, in addition to any other audit or inspection right in this contract, all the audit and inspection rights contained in this section.
- (c) The Contractor should be aware that the findings of any review, along with any audits, conducted by an inspector general of a federal department or executive agency and concerning funds awarded under ARRA shall be posted on the inspector general's website and linked to www.recovery.gov, except that information that is protected from disclosure under 5 U.S.C. §§ 552 and 552a may be redacted from the posted version.

5. **Protection of Whistleblowers**

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

- (a) *Prohibition on Reprisals:* An employee of any non-federal employer receiving covered funds under ARRA, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:
- gross mismanagement of an agency contract or grant relating to covered funds;
 - a gross waste of covered funds ;
 - a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
 - an abuse of authority related to the implementation or use of covered funds; or
 - a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.
- (b) *Agency Action:* Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one (1) or more of the following actions:
- Order the employer to take affirmative action to abate the reprisal.
 - Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
 - Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.
- (c) *Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration:* Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.
- (d) *Requirement to Post Notice of Rights and Remedies:* Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of ARRA, www.recovery.gov for specific requirements of this section and prescribed language for the notices.)

6. Subaward Policy

- (a) The Contractor agrees to:
 - (1) establish all subcontracts in writing;
 - (2) monitor the performance of their subcontractors and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward; and
 - (3) obtain County's consent before making a subcontract to a foreign or international organization, or a subcontract to be performed in a foreign country.
- (b) Any questions about subcontractor eligibility or other issues pertaining to subawards should be addressed to the County.

7. Transparency and Accountability – Single Audit Information for Recipients of ARRA Funds

- (a) To maximize the transparency and accountability of funds authorized under the ARRA as required by Congress and in accordance with 2 CFR 215, subpart ____, 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, the City of Chesapeake School Board has agreed to maintain records that identify adequately the source and application of ARRA funds. Contractor shall cooperate with the City of Chesapeake School Board's efforts to satisfy this obligation.
- (b) The City of Chesapeake School Board has agreed to separately identify the expenditures for Federal awards under ARRA on its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Contractor agrees to cooperate with the City of Chesapeake School Board's efforts to satisfy this obligation.
- (c) The Contractor shall provide to the City of Chesapeake School Board the information required by SEFA so that the City of Chesapeake School Board can specifically and adequately identify all recipients and uses of any and all ARRA funding in a manner that complies with the requirements for the City of Chesapeake School Board-SEFA described in subsection (a) above. This information is needed to allow City of Chesapeake School Board to properly monitor expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General, and the Government Accountability Office.

8. Audit and Inspection; Inspection by Federal Officials

Contractor agrees to permit OWNER, the Secretary of the Client, the Client Inspector General, the OWNER's Inspector General, the Recovery Accountability and Transparency Board, the Recovery Independent Advisory Panel, and the Comptroller General of the United States, or their authorized representatives (collectively "Officials") to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts of Contractor and its subcontractors pertaining to Contractor's activities under this Contract. Contractor will take appropriate steps to ensure that the aforementioned materials are available for inspection in order to ensure compliance with this section. Contractor further agrees to permit such Officials to interview any officer or employee of Contractor.

9. **Additional Audit and Inspection Requirements**

- (a) Contractor acknowledges and agrees that OWNER, OWNER's Office of Inspector General (OIG) or its representatives may inspect, copy and / or audit Contractor's data and records (in hard copy and / or electronic format) related in any way to the Contract, including without limitation, all data and records relating to: (1) support for any proposal, change order, or request for equitable adjustment submitted to OWNER by Contractor; (2) Contract compliance and performance, including any work or deliverables in progress; (3) compliance with applicable provisions of OWNER's federal grant, regulations and statutes; and (4) support for all direct and indirect costs or prices charged to OWNER. Contractor agrees to maintain all such data and records throughout the term of the Contract and until three (3) years after final payment under the Contract, and agrees to cooperate with all audit activities.
- (b) In connection with its audit and inspection activities, upon request, OWNER, OWNER OIG or its representatives shall be afforded, upon request, (1) access to Contractor's facilities and Contract work or deliverables in progress, (2) opportunity to interview Contractor's employees concerning any matter relating to the Contract, and (3) adequate and appropriate workspace.
- (c) Contractor agrees to reimburse OWNER, within 60 calendar days after receipt of a written request, the full amount of any undisputed audit findings or questioned costs, unless otherwise agreed by OWNER in the course of post-audit negotiations with Contractor.
- (d) Contractor shall include the provisions of this clause in every subcontract or purchase order exceeding \$100,000, as well as a provision requiring all subcontractors to include these provisions in any lower tier subcontracts or purchase orders exceeding \$100,000. Contractor shall be responsible for subcontractor or lower tier subcontractor's compliance with this clause.
- (e) Contractor acknowledges that the Recovery Act permits OWNER OIG to review any concerns raised by the public relating to this Contract, and acknowledges that any findings of the OIG not related to an ongoing criminal proceeding shall be relayed immediately to OWNER's Board Chairperson and published on OWNER OIG's website. Contractor further acknowledges that the Recovery Act authorizes OWNER OIG (1) to examine any records of the Contractor or any subcontractors, and (2) to interview any officer or employee of Contractor, pertaining to transactions relating to the Contract.
- (f) Nothing in this Contract shall be construed to limit the rights, obligations, authority, or responsibilities of OWNER's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

10. **OMB Guidance**

Contractor understands this award is subject to all applicable provisions of implementing guidance for the ARRA issued by the United States Office of Management and Budget, including the Initial Implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009, and available on www.recovery.gov, and any subsequent guidance documents issued by OMB.

11. **Fines and / or Penalties**

Contractor understands and is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of ARRA funds may result in criminal, civil or administrative fines and / or penalties

12. Job Posting Requirements

Contractor shall use the Virginia Workforce Connection (VWC) for the recruitment of direct jobs created by ARRA through this contract in accordance with the following provisions:

- (a) The Contractor shall use VWC to post all direct jobs available. Instruction for posting jobs is located on the VWC website: www.vawc.vec.virginia.gov. Assistance is available from the Virginia Employment Commission (VEC) by phone on (804) 225-3116 or by e-mail at StimulusJobs@vec.virginia.gov.
- (b) For the purposes of this requirement, "direct jobs" means those jobs funded fifty percent (50%) or more by ARRA project funds.
- (c) Posting through VWC is not required when Contractor intends to fill the job opening created by ARRA funding with a present employee, a laid-off former employee or a job candidate from a previous recruitment.
- (d) This requirement is not intended to prevent Contractor from also seeking needed employees by other means including industry specific employment programs.
- (e) This job posting requirement does not fulfill any ARRA reporting responsibility pertaining to jobs created or retained as otherwise required under the terms and conditions of this contract, those contained in ARRA, or other Contractor reporting required by the Federal Government or the Commonwealth of Virginia.

13. Reporting on Jobs Creation Estimates

Contractor shall cooperate with City of Chesapeake School Board's efforts to comply with guidelines for reporting estimates of jobs. The Contractor shall provide to City of Chesapeake School Board an estimate of the number of new positions created and filled, positions retained, or previously existing unfilled positions that are filled or retained as a result of this Contract. The estimated number shall be expressed as full-time equivalent (FTE) calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the Contractor. The Contractor shall update the information regarding jobs creation and retention on a quarterly basis and shall provide each updated report to City of Chesapeake School Board no later than ten (10) business days before the end of each calendar quarter.

The Contractor shall provide a brief description of the types of jobs created or jobs retained in the United States and outlying areas. This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs provided the terms are widely understood and describe the general nature of the work.

14. Availability and Use of Funds

Contractor understands and acknowledges that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of activities such as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by ARRA.

15. Equal Employment Opportunity

Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

16. Patent Rights; Rights to Inventions

- (a) If any invention, improvement, or discovery of Contractor or any of its subcontractors is conceived or first actually reduced to practice employing financial assistance provided to the Contractor under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Contractor agrees to notify OWNER immediately and provide a detailed report. The rights and responsibilities of OWNER, Contractor, third party subcontractors, and the Federal Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.
- (b) If the Contract involves the performance of experimental, developmental, or research work, the rights of the Federal Government and OWNER shall be in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Client.

17. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying," a copy of which is attached hereto as Attachment A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to OWNER.

18. Debarment and Suspension

No contract shall be entered into with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension" and 49 CFR part 29. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractor will comply with U. S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)." If this Contract equals or exceeds the small purchase (simplified acquisition) threshold of \$100,000, Contractor shall execute the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" attached hereto as Attachment B.

19. Buy American

Consistent with section 1605 of the Recovery Act, none of the funds appropriated or otherwise made available by the Recovery Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced or manufactured in the United States. There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in the project, as long as the manufacturing occurs in the United States. Waiver provisions are included in section 1605(b) and (c) of the Recovery Act. Section 1605(d) provides that the Buy American requirements are to be applied in a manner consistent with United States obligations under international agreements. The Office of Management and Budget (OMB) has issued guidance defining "public building" as any enclosed indoor place or portion of a place owned, leased or rented by any state, county or municipal government, or by any agency supported by appropriation of, or by contracts or grants from funds derived from the collection of federal, state or county taxes. OMB has also defined "public work" to mean all work, construction, alteration, repair or improvement that is executed at the cost of the state or any local public agency. OWNER will notify Contractor if the project funded under this Contract is considered a "public building" (e.g., a train station owned by a state or local government). If so, and the activities to be performed hereunder qualify as "public work," Recovery Act Buy American requirements apply and Contractor shall execute the Buy American Certification for Iron, Steel, and Manufactured Goods, attached hereto as Attachment D.

20. Cargo Preference--Use of United States Flag Vessels

Pursuant to the U. S. DOT, Maritime Administration regulations, "Cargo Preference -- U. S. Flag Vessels," 46 CFR part 381, if equipment, materials or commodities may be transported by ocean vessel in carrying out the activities funded under this Contract, Contractor agrees:

- (a) To utilize privately owned United States flag commercial vessels to ship at least 50 percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States – flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "On-Board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to OWNER (through the contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S. W., Washington, DC 20590, marked with appropriate identification.
- (c) Contractor agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

21. Environmental Protection

This section applies if the Contract exceeds \$100,000. Contractor will conduct work under this Contract, and will require that work that is conducted as a result of this Contract be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., and all regulations issued thereunder. Contractor certifies that no facilities that will be used to perform work under this Contract are listed on the List of Violating Facilities maintained by the Environmental Protection Agency (EPA). Contractor will notify OWNER as soon as it or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Contract is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably been aware. Also, where applicable, Contractor shall comply with the **Wild and Scenic Rivers Act** of 1968 (16 U.S.C. 1271 et seq).

22. Remedies for Breach

All subcontracts in excess of the small purchase threshold (currently \$100,000), shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a subcontractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

23. Contract Termination Provisions

All subcontracts in excess of the small purchase threshold (currently \$100,000), shall contain suitable provisions for termination by Contractor, including the manner by which termination shall be effected and the basis for settlement. In addition, such subcontracts shall describe conditions under which it may be terminated for default as well as conditions where it may be terminated because of circumstances beyond the control of the Contractor.

24. Allowable Costs

Contractor's expenditures will be reimbursed only if they conform with Federal guidelines or regulations and Federal cost principles as set forth in Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations," which are incorporated herein by reference. If any costs are disallowed, as determined by an audit by OWNER or the Federal Government, Contractor agrees to reimburse OWNER for such disallowed costs within 60 days of advice to Contractor of the determination of disallowance.

25. False Claims Act

Contractor should be aware that OWNER is required to promptly refer to an appropriate inspector general (either the OWNER Inspector General or the Client Inspector General) any credible evidence that a principal, employee, agency, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. Contractor shall comply with these same reporting requirements.

26. Conflict of Interest

Contractor shall execute the Certification Regarding Conflicts of Interest which is attached hereto as Attachment E.

27. Site Visits

The Client, through its authorized representatives, has the right, at all reasonable times, to make site visits to review OWNER's activities and accomplishments in carrying out the Recovery Act program. If any site visit is made by Client on the premises of Contractor under the Contract, Contractor shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of Client representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will comply with Contractor's safety requirements and not unduly delay work being conducted by Contractor or its subcontractors.

28. Americans with Disabilities Act

Contractor will comply and cause its subcontractors and lower tier subcontractors to comply with the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.), and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794 et seq.).

29. Wage Rate Requirements/Davis Bacon

Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor (DOL) has issued regulations at 29 CFR Parts 1, 3 and 5 to implement the Davis-Bacon and related Acts (DB). Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon (DB) contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

1. **Applicability of the Davis-Bacon prevailing wage requirements to ARRA projects.**

For Recovery Act assistance agreements, Davis-Bacon prevailing wage requirement applies when the project includes:

- (a) Installing piping to connect households or businesses to public and private water systems or replacing public or private water system supply well(s) and associated piping due to groundwater contamination,
- (b) Soil excavation / replacement when undertaken in conjunction with the installation of public water lines / wells described above, or
- (c) Soil excavation / replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation / replacement occurs in conjunction with both tank removal and paving or concrete replacement.

In the above circumstances, all the laborers and mechanics employed by contractors and subcontractors will be covered by the Davis-Bacon requirements for all construction work performed on the site. Other funded activities, such as site assessments, in situ remediation, and soil excavation / replacement and tank removal when not in conjunction with paving or concrete replacement, will normally not trigger Davis-Bacon requirements. However, if the Contractor encounters a unique situation at a site (e.g. unusually extensive excavation) that presents uncertainties regarding Davis-Bacon applicability, Contractor must discuss the situation with OWNER and Client before authorizing work on that site.

2. **Obtaining Wage Determinations**

- (a) Contractor shall use the following DOL General Wage Classifications for the locality in which the construction activity subject to Davis-Bacon will take place. These wage determinations can be found for specific localities at www.wdol.gov and are included as Attachment F.
 - (i) When soliciting competitive contracts or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments) for installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping, including soil excavation / replacement, Contractor shall use the "Heavy Construction" classification.
 - (ii) When soliciting competitive contracts or issuing ordering instruments for soil excavation / replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation / replacement occurs in conjunction with both tank removal and paving or concrete replacement at current or former service station sites, hospitals, fire stations,, industrial or freight terminal facilities, or other sites that are associated with a facility that is not used solely for the underground storage of fuel or other contaminant the Contractor shall use the "Building Construction" classification.
 - (iii) When soliciting competitive contracts or issuing ordering instruments for soil excavation / replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation / replacement occurs in conjunction with both tank removal and paving or concrete replacement at a facility that is used solely for the underground storage of fuel or other contaminant the Contractor shall use the "Heavy Construction" classification.

- (b) Contractor and any subcontractors must discuss unique situations that may not be covered by the General Wage Classifications described above with OWNER and Client. If, Client determines that Davis-Bacon applies to a unique situation (e.g. unusually extensive excavation) the Client will advise the OWNER and its contractors which General Wage Classification to use based on the nature of the construction activity at the site.
- (c) For contracts that identify work at specific sites that will be funded in whole or in part by Recovery Act funds, the OWNER shall obtain wage determinations for the locality in which an ARRA activity subject to Davis-Bacon will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to Davis-Bacon. These wage determinations shall be incorporated into solicitations and any subsequent contracts / contract addendums. The contractor shall require subcontractors to follow the wage determination incorporated into the prime contract.

3) Davis-Bacon Contract and Subcontract Provisions

- (a) Any contract in excess of \$2,000 which is entered into for the actual construction, alteration and / or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to Davis-Bacon as described by Paragraph (1) above, the following labor standards provisions apply.

(a) (1) *Minimum Wages*

(a) (1) (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) , the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a) (1) (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5 (a) (4). Laborers or mechanics performing work in more than one (1) classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under

paragraph (a) (1) (ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Recipient shall require that the contractor and subcontractors include the name of the Recipient employee or official responsible for monitoring compliance with DB on the poster.

(a) (1) (ii) (A) The Recipient, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Client shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(a) (1) (ii) (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Recipient to the Client. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(a) (1) (ii) (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Recipient and will notify the Award Official within the 30-day period that additional time is necessary.

(a) (1) (ii) (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(a) (1) (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(a) (1) (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(a) (2) *Withholding*

The OWNER, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, OWNER may, after written notice to the contractor, **take** such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(a) (3) *Payrolls and Basic Records*

(a) (3) (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the

registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(a) (3) (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the OWNER who will maintain the records on behalf of Client. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5 (a) (3) (i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the **Recipient** for transmission to the Client, if requested by Client, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Recipient.

(a) (3) (ii) (B) Each payroll submitted to OWNER shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(a) (3) (ii) (B) (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a) (3) (ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a) (3) (i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(a) (3) (ii) (B) (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(a) (3) (ii) (B) (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(a) (3) (ii) (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a) (3) (ii) (B) of this section. A PDF version of the form and instructions can be found at the following DOL website.
<http://vwww.dol.gov/whd/forms/wh347instr.htm>.

(a) (3) (ii) (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(a) (3) (iii) The contractor or subcontractor shall make the records required under paragraph (a) (3) (i) of this section available for inspection, copying, or transcription by authorized representatives of the Client or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, Client may, after written notice to the contractor, OWNER **sponsor**, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(a) (4) *Apprentices and Trainees*

(a) (4) (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(a) (4) (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(a) (4) (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

(a) (5) *Compliance with Copeland Act requirements*

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(a) (6) *Subcontracts*

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a) (1) through (10) and such other clauses as the Client may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(a) (7) *Contract Termination: Debarment*

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(a) (8) *Compliance with Davis-Bacon and Related Act Requirements*

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(a) (9) *Disputes Concerning Labor Standards*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the Recipient, borrower or subgrantee and Client, the U. S. Department of Labor, or the employees or their representatives.

(a) (10) (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1).

(a) (10) (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1).

(a) (10) (iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

b. Contract Provisions for Contracts in Excess of \$100,000

(b) (1) Contractors must comply with the following additional requirements when the contract amount is in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

(b) (2) *Overtime Requirements*

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) (3) Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (b) (2) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (2) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (b) (2) of this section.

(b) (4) Withholding for Unpaid Wages and Liquidated Damages

The OWNER, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) (3) of this section.

(b) (5) Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (2) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) (2) through (5) of this section.

(b) (6) In any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

State Requirement for ARRA projects

Executive Order 85 (2009) requires that all Contractors (prime) and sub-contractors use the Virginia Workforce Connection (VWC) for the recruitment of all jobs created by the American Recovery and Reinvestment Act of 2009 (ARRA). The VWC is the state's official workforce development web site for employer vacancy listings. Attached are VEC instructions for posting jobs to this web site (Attachment G). For assistance from the Virginia Employment Commission (VEC), call (804) 225-3116 or e-mail at: StimulusJobs@vec.virginia.gov.

30. AMERICAN RECOVERY AND REINVESTMENT LOGO

This project receives funding under the American Recovery and Reinvestment Act of 2009 (ARRA) and the Subrecipient must display the ARRA logo in a manner that informs the public that the project is an ARRA investment. The ARRA logo may be obtained from the Recipient. If the EPA logo is displayed along with the ARRA logo and logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA must be accompanied with a statement indicating that the Subrecipient received financial assistance from EPA for the project.

31. COMPLIANCE REQUIREMENTS

- (a) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3), where applicable.
- (b) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), where applicable.
- (c) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), where applicable.
- (d) For contracts in excess of \$100,000, compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

**SUPPLEMENTARY GENERAL PROVISIONS FOR CONTRACTS
FUNDED BY THE UNITED STATES THROUGH
THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

**~ ATTACHMENT A ~
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Bidder / Offeror / Contractor

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

**SUPPLEMENTARY GENERAL PROVISIONS FOR CONTRACTS
FUNDED BY THE UNITED STATES THROUGH
THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

**~ ATTACHMENT B ~
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The offeror / prospective contractor certifies, by submission of this offer or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the offeror / prospective contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this offer or proposal.

Name of Bidder / Offeror / Contractor

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

*Instructions for this Certification may be found at 49 CFR part 29, App. B.

**SUPPLEMENTARY GENERAL PROVISIONS FOR CONTRACTS
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~ ATTACHMENT C ~

**BUY AMERICAN CERTIFICATION FOR MANUFACTURED ARTICLES, MATERIALS OR
SUPPLIES ("SUPPLIES") WHICH COST \$1,000,000 OR MORE**

All contractors providing Supplies in response to the above-referenced RFP/IFB must comply with 49 U.S.C. §24305(f). Bidder / Offeror must complete one (1) of the certifications below indicating whether it can meet the requirements of 49 U.S.C. §24305(f). If it cannot meet the requirements, it shall provide any further information which OWNER may request to enable OWNER to determine whether it is necessary or appropriate to seek a waiver from the Client.

Bidder / Offeror hereby certifies that it can meet the requirements of 49 U.S.C. §24305(f).

Name of Bidder / Offeror / Contractor

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

Bidder / Offeror hereby certifies that it cannot meet the requirements of 49 U.S.C. §24305(f).
(Please attach explanation.)

Name of Bidder / Offeror / Contractor

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

**SUPPLEMENTARY GENERAL PROVISIONS FOR CONTRACTS
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**~ ATTACHMENT D ~
CERTIFICATION OF BUY AMERICAN PROCUREMENT**

Project Number _____ Contract Name _____

I do hereby certify as to the following:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Purchaser's bid solicitation and the provisions of ARRA Section 1605, the Bidder certifies that this bid reflects the Bidder's best good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U. S. Production: The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U. S. production of each component so identified.
3. Documentation Regarding Non-American-Made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one (1) or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U. S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.
4. Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

Contractor Name (printed or typed)

Name of Authorized Official (printed or typed)

Signature of Authorized Official

Title (printed or typed)

Date

**SUPPLEMENTARY GENERAL PROVISIONS FOR CONTRACTS
FUNDED BY THE UNITED STATES THROUGH
THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

**~ ATTACHMENT E ~
CERTIFICATION REGARDING CONFLICTS OF INTEREST**

For purposes of Contractor performing services for OWNER, "conflict of interest" means that, because of activities or relationships with other persons or entities, (1) Contractor is unable to render impartial assistance or advice to OWNER, (2) Contractor's objectivity in performing the services under this contract is or might be otherwise impaired, or (3) Contractor has, or attempts to create, an unfair competitive advantage.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. It does not and will not have a conflict of interest in performing the services for OWNER pursuant to this contract.
2. It will not: (a) engage in activities, or (b) initiate or maintain relationships with persons or entities, where such activities or relationships create a conflict of interest.
3. It will use its best efforts to identify and prevent potential subcontractor conflicts of interest. Contractor will inform OWNER of any activity or relationship that Contractor has reason to believe may create a conflict of interest.
4. It is not a party to any existing agreement which would prevent Contractor from entering into and performing this contract.

Name of Bidder / Offeror / Contractor

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

**SUPPLEMENTARY GENERAL PROVISIONS FOR CONTRACTS
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~ ATTACHMENT F ~

General Decision Number: VA100194 01/21/2011 VA194

State: Virginia

Construction Type: Building

County: Chesapeake* County in Virginia.

*INDEPENDENT CITY

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	10/08/2010
1	11/05/2010
2	11/12/2010
3	01/21/2011

ASBE0085-005 05/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 22.48	9.49

BOIL0045-004 10/01/2010

	Rates	Fringes
BOILERMAKER.....	\$ 32.91	18.42

BRVA0001-004 07/01/2010

	Rates	Fringes
BRICKLAYER.....	\$ 19.00	7.50

CARP0613-007 05/01/2010

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging & Form Work).....	\$ 21.51	7.27+2%

ELEC0080-009 03/01/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 23.05	14.67%+5.00+a

ENGI0147-024 05/01/2010

	Rates	Fringes
Power equipment operators:		
(1) Cranes under 90 tons....	\$ 25.99	8.69%+7.25
(2) Cranes 90 tons & over capacity; Tower & Climbing Cranes with Controls 100 ft. above ground.....	\$ 26.91	8.69%+5.75
(3) Forklift.....	\$ 22.52	8.69%+5.75

IRON0079-009 05/01/2010

	Rates	Fringes
IRONWORKER (Ornamental & Structural).....	\$ 23.40	12.53

LABO0351-003 06/01/2010

	Rates	Fringes
LABORER (Mason Tender Brick).....	\$ 13.85	5.55

PLAS0891-009 05/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 20.32	4.87

* PLUM0110-005 01/01/2011

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe & System Installation).....	\$ 23.71	14.73
PLUMBER.....	\$ 23.71	14.73

ROOF0030-035 05/01/2010

	Rates	Fringes
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ROOFER.....	\$ 27.30	8.28

SHEE0100-033 07/01/2010		
	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct Installation).....	\$ 25.62	11.72

SUVA2010-095 09/20/2010		
	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 16.00	1.21
CARPENTER (Form Work Only).....	\$ 16.40	0.00
FENCE ERECTOR.....	\$ 13.72	4.16
HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 23.25	4.38
LABORER: Common or General.....	\$ 9.51	0.00
LABORER: Landscape.....	\$ 10.64	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.96	3.12
LABORER: Pipelayer.....	\$ 13.80	2.33
OPERATOR: Backhoe.....	\$ 24.68	4.65
OPERATOR: Bobcat/Skid Loader....	\$ 15.62	2.40
OPERATOR: Bulldozer.....	\$ 21.50	4.80
OPERATOR: Excavator.....	\$ 18.38	4.17
OPERATOR: Loader.....	\$ 20.63	4.80
OPERATOR: Mechanic.....	\$ 18.23	1.59
OPERATOR: Roller.....	\$ 21.50	4.80
PAINTER: Brush & Roller.....	\$ 13.82	0.00
PAINTER: Spray Only.....	\$ 14.15	0.00

TILE FINISHER.....	\$ 17.32	6.72
TILE SETTER.....	\$ 21.12	7.68
TRUCK DRIVER: Dump Truck.....	\$ 13.25	1.80

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and

3.) should be followed.

With regard to any other matter not yet ripe for the formal Process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party(those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the Interested party's position and by any information (wage payment data, Project description, area practice material, etc.) that the requestor Considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an Interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

**SUPPLEMENTARY GENERAL PROVISIONS FOR CONTRACTS
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~ ATTACHMENT G ~

**Executive Order 85 – Job Posting Processes
Commonwealth of Virginia and Stimulus Funded Jobs**

In accordance with Executive Order 85, the Virginia Employment Commission provides the following instructions for posting vacancies to the Virginia Workforce Connection (VWC) for Commonwealth of Virginia jobs and for contractor and sub-recipient job vacancies funded by the American Recovery and Reinvestment Act (ARRA).

Commonwealth of Virginia Job Postings in the Recruitment Management System (RMS)

1. Job vacancies will be automatically imported from RMS into VWC.
2. Executive agencies, colleges and universities who post job vacancies via RMS require no other action to comply with the Executive Order.

Contractors and Sub-recipients receiving ARRA Funds Job Postings Instructions AND Commonwealth of Virginia Job Postings NOT in (RMS)

These employers will access the VWC and enter their ARRA job postings. If the employer does not have a VWC account, one must be created. The account and posting may be created on-line.

- Access the VWC at <https://www.vawc.vec.virginia.gov>

If you have a VWC account:

- Enter your user ID and password.
- Click the **Sign In** button.

Post a Job Order	<ul style="list-style-type: none">• Click Manage Jobs from the Quick Menu.• Click Create a New Job Order.• Select the occupation for the job order and click Continue.• Select job order Location and Contact.• Select and confirm the required skills.• Record job order details.• Click Save.• On existing job orders, click the job order title to view and modify it.• Click Copy to create a copy of the current job order.
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If you do not have a VWC account:

- Click the Not Registered? Link.
 - Click Register, Click Employer.
 - Create a unique user ID and password.
 - Fill in required (*) fields.
 - Click the **Post a Job** button; answer the Stimulus question as noted in the box above.
- For assistance from the VEC, please call (804) 225-3116 or e-mail at StimulusJobs@vec.virginia.gov.

**SUPPLEMENTARY GENERAL PROVISIONS FOR CONTRACTS
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~ ATTACHMENT H ~

NOTE: REGISTRATION / SUBMISSION REQUIREMENTS

Registration Requirements

There are several one-time actions you must complete in order to submit an application in response to this Announcement (e.g., obtain a Dun and Bradstreet Data Universal Numbering System (DUNS) number, register with the Central Contractor Registration (CCR), and register with FedConnect). Applicants who are not registered with CCR and FedConnect, should allow at least 10 days to complete these requirements. It is suggested that the process be started as soon as possible.

Applicants must obtain a DUNS number. DUNS website:
http://www.dnb.com/US/duns_update/

Applicants must register with the CCR. CCR website: <http://www.ccr.gov/>

Applicants must register with FedConnect to submit their application. FedConnect website:
www.fedconnect.net

Questions

Questions relating to the **system requirements or how an application form works** must be directed to Grants.gov at 1-800-518-4726 or support@grants.gov.

Questions regarding the content of the announcement must be submitted through the FedConnect portal. You must register with FedConnect to respond as an interested party to submit questions, and to view responses to questions. It is recommended that you register as soon as possible after release of the FOA to have the benefit of all responses. More information is available at <http://www.compusearch.com/products/fedconnect/fedconnect.asp>. DOE will try to respond to a question within three (3) business days, unless a similar question and answer have already been posted on the website.

Questions pertaining to the **submission** of applications through FedConnect should be directed by e-mail to support@FedConnect.net or by phone to FedConnect Support at 800-899-6665.

Application Preparation and Submission

Applicants must download the application package, application forms and instructions from Grants.gov. Grants.gov website: <http://www.grants.gov/>
(Additional instructions are provided in Section IV A of this FOA.)

Applicants must submit their application through the FedConnect portal. FedConnect website: www.fedconnect.net (additional instructions are provided in Section IV H of this FOA)