



# Chesapeake Public Schools

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

DATE: April 14, 2011

FROM: Chesapeake Public Schools

RE: Invitation to Bid

BID NO: 60-1011

BID TOPIC: Hardback and Paperback Books

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: April 14, 2011 BID NO. 60-1011

BID TOPIC: Hardback and Paperback Books

BIDS MUST BE RECEIVED AND REGISTERED NO LATER THAN:

Hour: 2:00 P.M. Date: April 29, 2011

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: April 29, 2011

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 and Supplies

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 cases where there is 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 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 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, on DemandStar ([www.demandstar.com](http://www.demandstar.com)), and the Chesapeake Public Schools' website ([www.cps.k12.va.us](http://www.cps.k12.va.us)).
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 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 (25%) 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 a.m. and 2 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 or 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 removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned, and the Chesapeake Public Schools shall have the right to dispose of them as its own property.
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 the 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 requirements 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.
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**

1. 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.

#### **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. Minorities Statement**

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

**M. 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."

**N. 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.

**O. 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.

**P. 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.

**Q. 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.

**R. 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.

06/1/10 mz

## **GENERAL CONDITIONS OF BID**

### **SCOPE / DESCRIPTION:**

To provide Chesapeake Public Schools with its requirements for hardback and paperback books, as per the attached specifications.

### **PROJECT / PRODUCT LOCATION:**

Chesapeake Public Schools  
Greenbrier Middle School, Room 721  
1016 Greenbrier Parkway  
Chesapeake, Virginia 23320

### **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 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:**

Dr. Linda Harkins, Supervisor of Gifted Education  
Instructional Services Center  
(757) 547-0153

### **SCHEDULE / COMMENCEMENT OF WORK:**

The contract established by the awarding of this bid will remain in effect from the date of the award established by School Board approval, Letter of Intent, Purchase Order, or Formal Written Contract, whichever occurs first.

## **GENERAL CONDITIONS OF BID**

### **DELIVERY NOTIFICATION:**

The successful vendor will notify Chesapeake Public Schools' at (757) 547-0153, Extension 510193, at least **forty-eight (48) hours** prior to any deliveries. Please contact Pat Sheets 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 8 a.m. and 3 p.m. The vendor's ability to deliver the required product within this time frame is critical to the success of this contract.

### **QUANTITY:**

Quantities indicated in the bid are not guarantees, but close estimates of the school system's requirement; however, Chesapeake Public Schools reserves the right, due to possible budget restrictions or changes in need, to increase or decrease the quantities, for any item listed, with no penalty or change in the bid price.

### **BRAND NAME ACCEPTANCE:**

**Only** those titles and ISBN numbers listed in the accompanying specifications will be acceptable for this project.

### **PRICING REQUIREMENTS:**

The unit price(s) indicated in your bid response shall include delivery.

## GENERAL CONDITIONS OF BID

### 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, whichever is longer. If reinstatement is possible, it can only occur after a meeting with a purchasing administrator in which the original bidder must demonstrate that the original unsatisfactory actions or conditions have been corrected.

### TERMS:

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

### INTENT OF AWARD:

It is the intent of Chesapeake Public Schools to award this bid in total or by individual item, whichever is in the best interest of Chesapeake Public Schools.

### CRITERIA FOR AWARD:

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

- A. Conformance to bid documents
- B. Price
- C. References
- D. Ability to deliver on time

## **GENERAL CONDITIONS OF BID**

### **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. The items are to be delivered by a common carrier.
2. In the case of a discrepancy between the unit price and the extension price on the itemized "Vendor's Response / Bid Proposal Form," the lower price will govern.
3. No federal tax or city tax is to be included in the bid. Tax exemption certificates will be furnished upon request.
4. This purchase may be funded through the American Recovery and Reinvestment Act of 2009 (ARRA) and the following ARRA Terms and Conditions apply:
  - The zip code + 4 for the headquarters office must appear on the purchase order.
  - This contract awarded to you in the form of a purchase order or a contract resulting from the award of this bid/RFP 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 the following:
    - The school system is required to make quarterly reports to the federal government by electronic communications documenting the expenditure and use of ARRA funds. The vendor/contractor and subcontractors agree to cooperate as needed in a timely manner with the school system by providing information required by the federal and state reporting requirements. Additionally the vendor/contractor and subcontractors may be required to participate in the performance of financial and performance audits.
    - The vendor/contractor and any subcontractor acknowledge the U.S. Comptroller General and the U.S. Inspector General are authorized to examine any records of the vendor/contractor and any of its subcontractors directly related to this transaction.

## SPECIAL CONDITIONS

- Failure of the vendor/contractor and any subcontractor to maintain and provide the required information as requested related to this transaction will constitute a breach of contract and may be enforced by i) withholding of payments otherwise due under the terms of the contract, ii) action for specific performance, iii) termination of this contract, iv) potential disqualification from future bids/RFP's for a defined period of time, and v) any other remedy provided by law or the terms of the contract.
- Under the Executive Order 85 issued by the Governor of the Commonwealth of Virginia on August 24, 2009, any vendor/contractor and subcontractor hiring employees as a result of a contract where ARRA funds will be used to pay such employees are required to post job openings with the Virginia Workforce Connections – see [www.vawc.virginia.gov/default.asp](http://www.vawc.virginia.gov/default.asp).
- The vendor (or sub-contractor of the vendor) shall post notice of the rights and remedies of section 1553 of ARRA (the whistleblower provision), which is summarized below.
  - 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, mismanagement, waste, fraud, a substantial and specific danger to public health or safety, abuse of authority, or a violation of law, rule, or regulation regarding ARRA funds.
  - For more information regarding the whistleblower provision of the Act, visit <http://www.recovery.gov/Contact/ReportFraud/Pages/WhistleBlowerInformation.aspx> on the web.

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

5. Any revision 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](http://www.demandstar.com)) and the Chesapeake Public Schools' website ([www.cps.k12.va.us](http://www.cps.k12.va.us)). 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.

## **SPECIAL CONDITIONS**

6. 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.

7. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, Vendors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**VENDOR'S RESPONSE / BID PROPOSAL FORM**

<i>Item #</i>	<i>Quantity</i>	<i>Book Description</i>	<i>ISBN #</i>	<i>Unit Cost</i>	<i>Extended Cost</i>	<i>ISBN #</i>
1.	390	<i>A Single Shard, Paperback</i>	9780547534268	\$ _____	\$ _____	_____
2.	390	<i>Blood on the River, Paperback</i>	9780142409329	\$ _____	\$ _____	_____
3.	130	<i>Come Juneteenth, Paperback</i>	9780152063924	\$ _____	\$ _____	_____
4.	390	<i>Darkwing, Hardback</i>	9780060850548	\$ _____	\$ _____	_____
5.	390	<i>Day of Tears, Paperback</i>	9781423104094	\$ _____	\$ _____	_____
6.	390	<i>The House of the Scorpion, Paperback</i>	9780689852237	\$ _____	\$ _____	_____
7.	390	<i>Lizzie Bright and the Buckminster Boy, Paperback</i>	9780375841699	\$ _____	\$ _____	_____
8.	390	<i>The Ransom of Mercy Carter, Paperback</i>	9780440227755	\$ _____	\$ _____	_____
9.	130	<i>The River Between Us, Paperback</i>	9780142403105	\$ _____	\$ _____	_____
10.	390	<i>Talking Earth, Paperback</i>	9780064402125	\$ _____	\$ _____	_____

**Total:** \$

## VENDOR'S RESPONSE / BID PROPOSAL FORM

### References:

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

*Reference*

*Contact Person*

*Telephone Number*

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Reference Name and Address

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Reference Name and Address

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Reference Name and Address





# Chesapeake Public Schools

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

## LETTER OF TRANSMITTAL EQUIPMENT AND SUPPLIES

**MAIL / DELIVER TO:**  
Michele Zimbros, Associate Buyer

TO: 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: 60-1011 Hardback and Paperback Books

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 Vendor's Response / Bid Proposal 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 \_\_\_\_\_

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.**

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

BIDDER’S NAME

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BID #: 60-1011

BID NAME: HARDBACK AND PAPERBACK BOOKS

OPENING: April 29, 2011, @ 2:05 P.M.

**MICHELE ZIMBRO, ASSOCIATE BUYER  
CHESAPEAKE PUBLIC SCHOOLS  
SCHOOL ADMINISTRATION BUILDING  
312 CEDAR ROAD  
CHESAPEAKE, VIRGINIA 23322**



## Chesapeake Public Schools

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

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.

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***Type or print legibly when completing this form.***

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**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

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Full Name

---

Address

---

City, State and Zip

---

(       )

Business Telephone #

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(       )

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:	_____ Buyer
PO #: _____	
Bid/RFP Project Name: _____	