



NEWPORT NEWS PUBLIC SCHOOLS PURCHASING DEPARTMENT

12465 Warwick Boulevard
Newport News, VA 23606-3041

Telephone: (757) 591-4525
Fax: (757) 591-4593

NOTICE OF AWARD

IFB #005-0-2023SB

October 28, 2022

Successful Bidder: **Curtis Contracting, Inc.**

Address: P.O. Box 769 West Point, VA 23181

Your Bid Dated: 10/24/2022

In Response To: IFB # 005-0-2023SB

Description of Work/Products to be furnished: Snow and Ice Removal Services

Delivery/Performance Date Start: November 1, 2022

Your offer is hereby accepted at the prices and rates stated in your bid and subject to all conditions and requirements of the IFB, including addenda, your qualifications, specifications and warranties.

Shaelee Bailey

Shaelee Bailey
Senior Procurement Specialist

Snow and Ice Removal Services

IFB #005-0-2023/SB

BIDS RECEIVED 10/24/22 AT 1:00 PM EST

BIDS OPENED 10/24/22 AT 1:00 PM EST

CONTRACTING OFFICER : SHAELEE BAILEY, VCA, VCO,

VCARM

NAME OF CONTRACTOR	TMG	Curtis Contracting					
Addenda Acknowledged #1	✓	✓					
Bid Signed	✓	✓					
Anti-Collusion Form (Page 2)	✓	✓					
Bid Pricing Form (Attachment B)	✓	✓					
TOTAL BID PRICE	\$1,295.00	\$33,000.00					
Notes:	Non-responsive						

Snow and Ice Removal Services

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Bid Pricing Form (Attachment B)							
TOTAL BID PRICE							
Notes:							

Shane Bailey
Shannn Bailey

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I. PURPOSE

Newport News Public Schools requests bids from prospective Bidders to enter into contract with a qualified vendor to provide snow and ice removal for all Newport News Public School locations. NNPS invites any qualified Bidder to submit a bid. Bidders responding to this request must be responsible and regularly and practically engaged in providing the services requested in this bid and possess ample resources for doing this work.

A. BACKGROUND NNPS is the ninth largest school district in the Commonwealth. NNPS is an urban school system educating approximately 28,680 children in 3 early childhood centers, 24 elementary schools, 7 middle schools, 5 high schools, 1 middle/high combination school, and 9 program sites. A listing of NNPS and its locations may be accessed via NNPS official website at <http://sbo.nn.k12.va.us/schools>

II. SCOPE OF WORK

A. GENERAL REQUIREMENTS

The purpose of this solicitation is to obtain, from a responsible, responsive contractor bids to provide snow and ice removal for all Newport News Public Schools locations.

PRICING

Pricing for the requested items under this contract must be provided to NNPS in the format of the EXCEL spreadsheet (Attachment B) on a new or unused Flash Drive completed electronically in Excel and fully compatible with a Microsoft Windows working environment.

AWARD

Award will be based on the over-all total low bid for all extended prices. Bidder must provide a price for each item for bid to be considered.

REQUIREMENTS

The quantities indicated are an estimate only and NNPS is under no obligation to the contractor to buy any amount of the goods/services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor understands and agrees that NNPS may require goods/services in an amount less than or in excess of the estimated quantities and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually required by NNPS.

B. SPECIFIC REQUIREMENTS

1. The Contractor shall provide all labor materials, equipment, supplies and supervision necessary to provide snow and ice removal services for Newport News Public Schools.
2. The Contractor shall be available from approximately November through May for the removal of snow and ice.
3. The Contractor's equipment shall have lights for night operations and all trucks must be equipped with auxiliary lights to provide safe operation when equipped with a plow and /or spreader.
4. NNPS will notify the Contractor when snow removal is required. The Contractor shall mobilize and begin snow removal operations within two (2) hours (depending on severity of conditions, a maximum three (3) hours may be allowable).
5. In the event the forecast calls for two (2) inches or more of snow and notified by NNPS, the Contractor shall be on stand-by for snow removal operations.
6. The Contractor shall have the capability to supervise and monitor the snow removal operations to ensure they are executed safely and within the time criteria specified in this bid. If the Contractor provides pricing for all sectors, it is assumed that the Contractor shall be capable of executing operations in all sectors simultaneously within the time criteria specified in this bid.
7. Time is of the essence in this contract. Tasks required:
 - a) The Contractor shall snow plow all parking lots and bus driveway accesses to school; stockpiling of snow on site is allowed.
 - a. First priority must be given to clearing the school bus parking areas located at Reservoir, Newsome Park and SCOT lots to allow access to school buses. These lots must be cleared no later than 6:30 a.m.
 - b. Second priority must be given to clearing all early childhood centers and schools located in areas on Schedule A. These lots must be cleared no later than 7:00 a.m.
 - c. Third priority must be given to schools located in Areas on Schedule B. These lots must be cleared no later than 7:30 a.m.
 - d. Finally, all early childhood centers and schools listed on Schedule C must be cleared no later than 8:00 a.m.

- e. Please see Attachment A for schools and schedule listing.
 - b) The Contractor shall provide and spread sand and/or salt on driveways and parking lots as required by NNPS. No area shall be used as "grit material" to replace sand or salt on any NNPS property.
8. The Contractor shall have completely cleared all snow and ice; spread sand and/or salt on all school bus parking areas, school parking lots and drives within all sectors as designated by NNPS.
9. The Contractor shall provide at least one person, per job site, at all times. Each school location shall be considered a job site.
10. The Contractor shall have a cellular phone or CB radio having at least 40 channels located within each piece of equipment.
11. Each piece of equipment offered must have enough service operators available so that it can be utilized 24 (twenty-four) hours per day during a snow emergency/inclement weather conditions, if required.
12. The Contractor shall be responsible for providing appropriate cutting edge/blades and snow deflectors for all plows, graders and loaders owned and operated by the Contractor.
13. The loader blades shall be a minimum of seven (7) feet wide and truck blades a minimum of ten (10) feet wide.
14. The Contractor shall provide tire chains (when needed) for all equipment under contract to include loaders and graders.
15. The Contractor shall provide spreaders with a minimum of a 1.5 cubic yard capacity for use on a single rear axle vehicle and should have a minimum of an eight (8) cubic yard capacity for use on a two (2) or more rear axle vehicle (i.e. under tailgate/tailgate spreader).
16. The Contractor shall provide plows to be used on a single and multi-rear axle trucks. The loaders shall be a minimum of eighty-eight (88) inches in length with reversing capabilities that can be controlled from within the truck cab. Backhoes may be used in addition to all of the aforementioned equipment and shall be outfitted for snow removal operations. In the event that the Contractor's equipment breaks down, no payment shall be made for use of that piece of equipment until the equipment is restored to full operating condition.
17. The Contractor shall provide an hourly rate. This hourly rate must take into account all costs for operation of the designated vehicle (s), to include the following:
- a) Fully qualified and competent operators. All operators shall be trained and proficiently skilled in the operation of their equipment. Drivers/operators shall be at least eighteen (18) years of age and capable of working nights. No minors under the age of eighteen (18) will be allowed on NNPS work sites, to include being a passenger in the Contractor's vehicle, where the services in this contract will be performed.
 - b) Fuel, lubrication, supplies, repairs, maintenance and tools to include: sand, salt, ice melt, and any other materials needed to complete the tasks involved while providing these services. The hourly rate must cease if a piece of equipment breaks down while providing the services required.
 - c) No compensation shall be allowed over and above the hourly rate for operator and equipment overtime or fringe benefits.
 - d) Fixed hourly rates paid under this contract shall only be for hours at the work site. Time spent for transportation of workers or movement of equipment is not chargeable directly but is considered overhead and that cost shall be included in the fixed hourly rates.
 - e) NNPS will not accept a bid with a minimum charge/hour stipulation.
18. The Contractor shall provide an hourly rate in addition to the fixed hourly rate. This hourly rate shall include an operator and will be used on an "ON CALL, AS NEEDED BASIS." The Contractor shall have the ability to respond to an emergency when the need arises. The Contractor must be directly available via telephone, pager, cellular phone, or some other device at all times. When the need to call for emergency services has been determined, the Contractor must respond by telephone within one (1) hour and be at the site with two (2) hours. If the conditions for traveling to the site are extremely hazardous, the Contractor must demonstrate that this indeed is the case and contact the requestor immediately to communicate the problem.
19. An NNPS designee will verify that each of the sectors has been completely cleared upon notification from the Contractor that snow removal services have been completed. In the event that the NNPS designee finds the sectors unsatisfactory, NNPS will contact the Contractor to request additional clearing at the specific location (s).
20. The Contractor's response time and ability to clear the areas of snow and ice to be accessible to pedestrians and vehicles without an obvious slipping hazard will affect decisions or recommendations to open or delay the opening of schools.
21. The Contractor shall be a firm regularly engaged in snow removal or similar work.
22. The Contractor shall employ vehicle operators that are trained and possess CDL operator's 271 license or the appropriate license required by the Commonwealth of Virginia for operating snow removal equipment.
23. The Contractor shall be responsible for establishing schedule so that operators/drivers are not permitted to work more than fourteen (14) consecutive hours (to include stand-by hours) without having a minimum of six (6) to eight (8) continuous hours of undisturbed rest. Any shift changes shall be made by the Contractor to ensure continuous operations when required with complete regard to safety at all times.
24. When requested by NNPS, stand by time will be paid for all the time that the applicable equipment is on standby and this applies regardless of staging area(s).
25. The Contractor shall assure that all application, material handling and associated equipment will be handled and operated in conformance with OSHA safety requirements.
26. The Contractor shall comply with all local, state and federal laws, codes and requirements.
27. The Contractor for these services shall have a fully operational equipment providing those services located no further than 15 miles driving distance of NNPS school district to ensure reasonable emergency response.

III. SPECIAL INSTRUCTIONS TO THE BIDDER:

A. Definitions:

1. Issuing Office:

Wherever used in this Invitation for Bid, Issuing Office will be:
Shaelee Bailey, VCA, VCO, VCARM Senior Procurement Specialist
Newport News Public Schools Purchasing Department
12465 Warwick Boulevard
Newport News, VA 23606-3041
Phone: (757) 591-4533
Fax: (757) 591-4593
Email: shaelee.bailey@nn.k12.va.us

2. NNPS Contract Administrator:

Wherever used in this Invitation for Bid and for purposes of any notices under this contract, the NNPS Contract Administrator will be:
Ryan Anderson
Newport News Public Schools Landscape
12580 Patrick Henry Drive
Newport News, VA 23602
Phone: (757) 881-5024 x 14133
Fax: (757) 249-5638
Email: ryan.anderson@nn.k12.va.us

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

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

C. Non-Mandatory Pre-Bid Conference:

A Non-Mandatory Pre-Bid will be held at Newport News Public Schools, School Board Office located at 12465 Warwick Blvd., Newport News, Virginia 23606 in Administration Conference Room on September 22, 2022 at 10:00 AM, Eastern Time to answer any questions regarding this IFB. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the bid will be formally addressed by the Issuing Office via addenda.

D. Bidders of Record:

Bidders receiving a copy of this IFB from a source other than the Issuing Office via the a www.eva.virginia.gov or NNPS Purchasing Website must contact the Issuing Office and provide Bidder's name, address, contact person, telephone and fax numbers, and the IFB Item Number.

E. Questions:

Submit questions regarding the Invitation for Bid in writing via email to Shaelee.bailey@nn.k12.va.us **no later than 2:00 p.m. on September 29, 2022**. Necessary replies will be issued to all Bidders of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the bid documents.

Bidder is responsible for checking the www.eva.virginia.gov web site or contacting the Issuing Office within 48 hours prior to bid closing to secure any addenda affecting this IFB.

F. Changes or Modifications:

Changes or modifications to this Invitation for Bids made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Acknowledge receipt of addenda in the space provided on the cover page of this Invitation for Bid. Oral modifications shall not form a part of the Bid documents. This IFB and any addenda shall be incorporated, by reference, into any resulting contract.

G. Bid Submittal Requirements:

1. Each Bid submission shall be submitted to the Issuing Office and will include the following documents:
 - a. The cover page of this Invitation to Bid, which will contain:
 - (1) Total Bid price;
 - (2) Original signature of an agent authorized to bind the company;
 - (3) Delivery time;
 - (4) Payment terms;
 - (5) Acknowledgment of any addenda on page one (1); and
 - (6) Registered Virginia Contractor No. and Class;
 - b. Bid pricing page; Attachment B
 - c. Completed and signed anti-collusion/nondiscrimination clauses on page 2;
 - d. New and unused CD or flash drive containing Pricing Schedule B in Excel format compatible within a Microsoft operating environment.
2. Bidder shall submit one (1) copy of its Bid. At least one copy of the Bid shall contain the original signature of the contracting authority.
3. Submit Bids in a sealed envelope or package. Clearly label the shipping/mailling packaging as well as the outside of your sealed envelope or package with the Bid Item No., Closing Date and Time, and your firm's name and address. **Bids received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.**
4. Bidders are encouraged to submit their bids on recycled paper and to use double-sided copying

H. Proprietary Information/Disclosure:

Bidder is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Bidder. Specifically, if Bidder seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342.

Bidder shall:

- (i) invoke the protections of this section prior to or upon submission of the data or other materials,
- (ii) identify the data or other materials to be protected,
- (iii) state the reasons why protection is needed.

Furthermore, the Bidder shall submit proprietary information under separate cover, and NNPS reserves the right to submit such information to the NNPS attorney for concurrence of the Bidder's claim that it is in fact proprietary. References may be made within the body of the bid to proprietary information; however, all information contained within the body of the bid not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes. Trade secrets or proprietary information submitted by an Bidder in conjunction with this IFB are not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA). However, Bidder must invoke the protection of the VFOIA prior to or upon submission of the data or other materials. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.

An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement that Bidder's costs and/or bid pricing are to be protected is unacceptable. Bidder will be requested to remove any such statement(s) in order to be eligible for further evaluation and award.

I. Notice of Award:

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

J. Award:

NNPS may elect to award a contract to more than one vendor.

The award of contracts shall be at the sole discretion of NNPS. Unless cancelled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds,

NNPS may negotiate with the apparent low bidder to obtain a contract price within available funds. NNPS reserves the right to accept or reject any or all bids in whole or in part and to waive any informalities in the process. Further, NNPS reserves the right to enter into any contract deemed to be in NNPS' best interest.

K. IFB Opening:

Bidder shall ensure their bid is time stamped by the Issuing Office no later than the Opening Date and Time shown on the cover page of this Invitation for Bid. Bids received after the specified date and time (time stamped 2:01 P.M. or later) shall not be considered and will be returned unopened to Bidder.

L. Withdrawal of Bids:

A bidder for a contract may request withdrawal of his or her bid under the following circumstances:

A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the NNPS Purchasing Agent in writing.

Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the NNPS Purchasing Agent, in writing, accompanied by full documentation supporting the request. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. If bid bonds were tendered with the bid, NNPS reserves its right to exercise collection.

No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. 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.”

M. Disposition of Bids:

All materials submitted in response to this IFB shall become the property of NNPS. One (1) copy of each bid will be retained for official files. Said copy will become public record after award of the contract and will be open to public inspection subject to the Proprietary Information/Disclosure section of this IFB.

N. Cost of Responding:

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

IV. GENERAL TERMS AND CONDITIONS

A. Contract Document:

This document, its addenda, any additional information requested, and negotiated changes will constitute the final contract, hereafter referred to as “this contract”. These documents will be incorporated by reference into the NNPS purchase order awarding this contract. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract. This contract shall be governed by the contract documents in the following order of precedence:

1) This document and any negotiated changes to the foregoing documents.

B. Contract Modification(s):

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

C. Bidder Obligation:

Bidder shall carefully examine the contents of this Invitation for Bid and any subsequent addenda. Failure to do so shall not relieve the Successful Bidder of its obligation to note any exceptions (see Exceptions/Alternatives section) and to fulfill the requirements of this contract

D. Conditions Of Work:

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

E. Bid Binding For Ninety (90) Days:

Bidder agrees that this bid shall be binding and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing date of this Invitation For Bid.

F. Prime Contractor:

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

- 1) Successful Bidder shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
- 2) Successful Bidder represents and warrants that Successful Bidder has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that NNPS is not liable to such third parties or subcontractors for any work performed under this contract.

The use of subcontractors and the work they perform must receive the prior written approval of NNPS. NNPS will designate a Contract Administrator to approve such work. Successful Bidder shall be solely responsible for all work performed and materials provided by subcontractors. Successful Bidder shall be responsible for the liability of subcontractors for the types and limits required of the Successful Bidder under this contract.

G. Subcontractors:

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

H. Non-Assignment:

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

I. Antitrust:

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

J. Anti-collusion/Nondiscrimination Requirements Form:

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

K. Compliance with Federal, State, and Local Laws and Federal Immigration Law:

Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

L. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth:

Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. NNPS may void any contract with the Contractor if the Contractor fails to remain in compliance with the provisions of this section.

M. Hold Harmless/Indemnification:

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

N. Notices:

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

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

To Successful Bidder: Successful Bidder's Contract Administrator as defined in Successful Bidder's bid.

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

O. Non-Responsive Performance:

Delivery Delays: NNPS reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Bidder fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.

Unacceptable Deliveries (Rejections): Upon notification by NNPS that goods and/or service deliverables provided by the Successful Bidder under this contract are damaged and/or not of the quality specified by NNPS, such goods and/or service deliverables will be rejected. Successful Bidder shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.

Successful Bidder shall remove all rejected materials, equipment or supplies from the premises of NNPS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from NNPS' premises within ten (10) days will be regarded as abandoned, shall become the property of NNPS, and NNPS shall have the right to dispose of such items.

NNPS Purchase from Alternate Sources: NNPS reserves the right to authorize immediate purchase from other sources against delayed deliveries and/or rejections.

The Successful Bidder shall reimburse NNPS promptly for excess costs incurred by NNPS for such purchases. Any such purchases will be deducted from the contract amount. In the event NNPS' cost of obtaining goods and/or service deliverables from other sources be less, Successful Bidder shall have no claim to the difference.

Liability: Successful Bidder shall be liable to NNPS for all costs incurred by NNPS as a result of Successful Bidder's failure to perform in accordance with the contract. Successful Bidder's liability shall include, but not be limited to:

Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.

Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Bidder and/or rejections of Successful Bidder's goods and/or service deliverables.

Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by NNPS due to non-responsive performance of Successful Bidder.

P. Termination Without Cause:

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

Q. Termination With Cause/Breach:

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

R. Breach of Contract:

Successful Bidder shall be deemed in breach of this contract if the Successful Bidder: Fails to comply with any terms of this contract; Fails to cure such noncompliance within ten (10) calendar days from the date of the NNPS written notice or such other time frame, greater than ten (10) calendar days, specified by the NNPS Contract Administrator in the notice. Fails to submit a written response to the NNPS notification of noncompliance within ten (10) calendar days after the date of the NNPS notice. All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Successful Bidder shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Bidder and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of NNPS in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

S. Applicable Law:

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

T. Compliance With All Laws:

Successful Bidder shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Successful Bidder represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Successful Bidder is a corporation, Successful Bidder further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract

and any extensions. All City of Newport News business license, personal property, real estate and other applicable tax requirements shall be met by Successful Bidder.

U. Venue:

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

V. Severability:

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

W. Non-Appropriation of Funds:

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

X. Tax Exemption:

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

Y. Vendor's Invoices:

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

Type and description of the Product or Service installed, delivered and accepted;

Serial numbers, if any;

Quantity delivered;

Charge for each item;

Extended total (unit costs x quantity);

This IFB number and the NNPS Purchase Order Number.

Z. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with NNPS which is not disposed of by agreement shall be decided by the NNPS Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the NNPS Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

AA. Warranty/Guarantee:

The Successful Bidder guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by NNPS. To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Bidder or Successful Bidder's workmen are responsible, to the building or equipment, to Successful Bidder's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Bidder

free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). The Successful Bidder shall make any such replacement immediately upon receiving notice from NNPS.

BB. Payment Terms:

To be eligible for payment, all labor, equipment and materials covered under Successful Bidder's invoice must be completed and accepted by NNPS. NNPS agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due NNPS under the terms of this or any other agreement may be applied against Successful Bidder's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between NNPS and Successful Bidder regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of bids. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Bidder shall be Net 45 days.

Special Educational or Promotional Discounts:

The contractor shall extend any special educational or promotional sale prices or discounts immediately to Newport News Public Schools during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

CC. Prompt Payment

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

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

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

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

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

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

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

DD. Payment by Electronic Funds Transfer

(a) Method of payment.

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

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

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request NNPS to extend payment due dates until such time NNPS makes payment by EFT (but see paragraph (d) of this clause).

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

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

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

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

(d) Suspension of payment.

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

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

(e) Liability for uncompleted or erroneous transfers.

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

(i) If the funds are no longer under the control of Accounting, NNPS is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of Accounting, NNPS shall not make payment and the provisions of paragraph (d) shall apply.

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

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

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

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

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

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

NNPS Accounting Department Designated Contact:

Accounting Department
NNPS Administration Building
12465 Warwick Blvd.
Newport News, Virginia 23606
Tel: (757)591- 4513
Kimberly Powell, Accounting Supervisor
Kimberly.Powell1@nn.k12.va.us

EE. Audits:

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

FF. Exclusivity:

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

1. Contractor is unable to provide goods or required services within the required delivery time
2. Contract is unable to provide the required quantities of goods requested
3. NNPS volume demands exceed original intent of the contract

V. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

This contract term will be for two (2) years, commencing on or after the date of award.

B. Contract Extension:

This contract may be extended upon mutual agreement of both parties for five (5) additional, one-year periods, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this IFB.

C. Time is of the Essence

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

D. Insurance:

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

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

4. Insurance shall be maintained during the entire term of the contract and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Miscellaneous Errors and Omissions with Intellectual Property Rights Coverage, Including Copyright Infringement	\$1,000,000
Umbrella/Excess Liability	\$5,000,000

The establishment of minimum limits of insurance by Owner does not reduce or limit the liability or responsibilities of the Contractor.

E. Bonds:

Unless otherwise noted, all surety documents required herein shall be received and approved by the NNPS Contract Administrator prior to beginning work under the contract and no later than ten (10) days after issuance of the "Notice of Award" for this IFB. Each of the required bonds shall be payable to NNPS. Bonds shall be executed by one or more surety companies selected by Bidder which are legally authorized to issue bond and do business in the Commonwealth of Virginia. With the exception of any required Bid Bond, each of the above bonds shall be maintained through the term of the contract and any extensions. ***Note in accordance with §2.2-4338, alternative forms of security in lieu of a bid, performance, or payment bond, a bidder may furnish a certified check, cashier's check, or cash escrow in the face amount required for the bond. If approved by the School Board attorney in advance and prior to submitting a bid, a bidder may furnish a personal bond, property bond, or bank or savings**

institution's letter of credit on certain designated funds in the face amount required for the bid, payment, or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the public body equivalent to a corporate surety's bond.

F. Unauthorized Disclosure of Information:

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

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

G. Copyright/Patent Indemnity:

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

H. Escalation/De-escalation:

NNPS may consider price adjustments, after the initial contract term, based solely upon manufacturer price increases/decreases. Successful Bidder shall provide NNPS a written request for any such manufacturer increases. Such requests shall be addressed to the Issuing Office and shall be accompanied by written verifications of said price increases issued by the manufacturer. A minimum thirty (30) day advance notice period shall be required for such requests. Requests for price increase adjustments are subject to the review and approval of the NNPS Purchasing Agent. Successful Bidder shall apply and implement, immediately upon notification from manufacturer, any and all price decreases for items included under any contract resulting from this Invitation to Bid.

Any increase in cost shall not increase by a greater percentage than the percentage change in the Consumer Price Index for (PUT IN APPLICABLE SCHEDULE) of the (SOURCE) published by the United States Department of Labor during the previous twelve months or (ENTER APPLICABLE%) whichever is lower. Enter data where required.

I. Requirements Contract:

During the contract term and any and all extensions, the contractor shall provide the goods/services described in the contract. The contractor understands and agrees that this is a requirement contract and that NNPS shall have no obligation to the contractor if no goods/services are required. Any quantities that are included in the scope of work reflect the current expectation of NNPS. The quantities indicated are an estimate only and NNPS is under no obligation to the contractor to buy any amount of the goods/services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor understands and agrees that NNPS may require goods/services in an amount less than or in excess of the estimated quantities and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually required by NNPS.

J. Certification Regarding Debarment

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

Name of Official

Title

Firm or Corporation

Date

VI. Attachment A: 2022-2023 School Operating Hours

Administrative Offices:

Administrative Offices are open from 7:45 a.m. to 4:30 p.m., Monday through Friday.

Schedule A:

ALL HIGH SCHOOLS:

Denbigh, Heritage, Menchville, Warwick, and Woodside

Office Hours: 6:50 a.m.-3:35 p.m.

Student Hours: 7:10 a.m.-1:55 p.m., Monday through Friday

Currently Huntington Middle School Located within Heritage High School

Student Hours: 9:10 a.m.-3:55 p.m

MIDDLE SCHOOLS:

Dozier and Passage

Office Hours: 6:50 a.m.-3:35 p.m.

Student Hours: 7:10 a.m.-1:55 p.m., Monday through Friday

Schedule B:

MIDDLE SCHOOLS:

Gildersleeve, Crittenden, Hines,

Office Hours: 7:30 a.m.-4:15 p.m.

Student Hours: 8:10 a.m.-2:55 p.m., Monday through Friday.

ELEMENTARY SCHOOLS:

Carver*

Epes*

General Stanford

Hidenwood

Jenkins*

Kiln Creek

Magruder (K-2)*

McIntosh*

Sanford*

*Schools with P.E.E.P. classes on Schedule B

Office Hours: 7:30 a.m.-3:45 p.m.

Student Hours: 8:20 a.m.-2:55 p.m., Monday through Friday

P.E.E.P. classes - Schedule B

Student hours

AM session 8:20 a.m.-11:35 a.m.

PM session 11:40 a.m.-2:55 p.m.

Schedule C:

MIDDLE SCHOOLS:

Booker T. Washington

Office Hours: 7:45 a.m.-4:30 p.m.
Student Hours: 9:00 a.m.-3:45 p.m., Monday through Friday

ELEMENTARY SCHOOLS:

Charles
Deer Park
Dutrow
Greenwood
Hilton
Katherine G. Johnson*
Knollwood Meadows*
Newsome Park*
Palmer
Richneck
Riverside
Saunders
Sedgefield
Yates

*Schools with P.E.E.P. classes on Schedule C
Office Hours: 8:15 a.m.-4:30 p.m., Monday through Friday
Student Hours: 9:05 a.m.-3:40 p.m.

P.E.E.P. classes - Schedule C
Student hours
AM session 9:05 a.m.-12:20 p.m.
PM session 12:25 p.m.-3:40 p.m.

Katherine Johnson Adult Learning Center
Office Hours: 7:30 a.m.-3:45 p.m., Monday through Friday
Student Hours: 8:00 a.m.-2:05 p.m.

EARLY CHILDHOOD CENTERS

Denbigh ECC & Watkins ECC
Office Hours: 8:45 a.m.-5:00 p.m., Monday through Friday
Student Hours: 9:40 a.m.-3:55 p.m.

Marshall ECC
Office Hours: 7:00 a.m.-3:15 p.m., Monday through Friday
Student Hours: 7:5 a.m.-1:50 p.m.

Gatewood P.E.E.P.
Office Hours: 8:15 a.m.-4:30 p.m., Monday through Friday
AM session 9:40 a.m.-12:40 p.m.
PM session 12:45 p.m.-3:45 p.m.

NORTHERN SECTOR (Schedule):

Katherine G. Johnson Elementary (C)

Greenwood Elementary (C)
Woodside High (A)
Ella Fitzgerald Middle (A)
Denbigh ECC (A)
Passage Middle (A)
McIntosh Elementary (B)
Richneck Elementary (C)
Dutrow Elementary (C)
Knollwood Meadows Elementary (C)
Stoney Run Elementary (B)
Denbigh High (A)
Denbigh Early Childhood (C)
Reservoir Bus Lot (A)
General Stanford (B)

MIDTOWN SECTOR (Schedule):

Administration Building
SCOT Center
Sanford Elementary (B)
Kiln Creek Elementary (B)
Jenkins Elementary (B)
Charles Elementary (C)
Menchville High (A)
Yates Elementary (C)
Palmer Elementary (C)
Gildersleeve Elementary (B)
Enterprise Academy (B)
Hidenwood Elementary (C)
Riverside Elementary (C)
Deer Park Elementary (C)
Watkins Elementary (C)
Saunders Elementary (C)
Staff Support (A)
Telecommunications
Aviation Academy

DOWNTOWN SECTOR (Schedule):

An Achievable Dream Academy (Dunbar-Irwin Elementary) (B)
South Morrison Elementary (C)
Sedgefield Elementary (C)
Hines Middle (B)
Hilton Elementary (C)
Huntington Middle (B) (Currently Under Construction, Anticipated Opening Date of September 2024)
Crittenden Middle (B)
Carver Elementary (B)
Heritage High (A)
Achievable Dreams-Middle & High School (B)
Newsome Park Bus Lot (A)
Booker T. Washington Middle (C)
Marshall Elementary (B)

Magruder K-2 (B)
Jackson Academy (B)
Warwick High (A)
Gatewood PEEP and Warwick Health and Science Academy (A)

VII. Attachment B: Pricing Schedule

Pricing Sheet Completion Instructions:

- Bidder **must** enter unit price, extended price and over-all bid total. Award will be based on the total of the extended prices.
- Hourly Pricing **must** be all inclusive. (All cost for operation of the designated vehicle, including qualified operators, fuel, supplies and tools).
- In the event of a discrepancy in pricing, unit price shall prevail.

PRICING SCHEDULE IFB 005-0-2023/SB: SNOW & ICE REMOVAL SERVICES

Northern Sector:	Rate per Hour	Number Available
<i>A. Single Axle Vehicle (min 1 ton/max 1.5 ton) with plow and spreader</i>		
1)		
2)		
3)		
4)		
<i>B. Multi-Axle Dump Truck (2 or more rear axles) with plow and spreader</i>		
1)		
2)		
3)		
4)		
<i>C. Multi-Axle Grader (2 or more rear axles) with blade</i>		
1)		
2)		
3)		
4)		
<i>D. Rubber Tire Loader with minimum 2 CU YD bucket/blade</i>		
1)		
2)		
3)		
4)		
<i>E. Supervisor with vehicle</i>		
1)		
<i>F. Backhoe adequately equipped for Snow & Ice removal services</i>		

1)		
2)		
3)		
4)		
<i>G. Specialized Equipment</i>		
1)		
2)		
3)		
4)		
<i>H. Stand-by Rate</i>		
1)		
Midtown Sector:	Rate per Hour	Number Available
<i>A. Single Axle Vehicle (min 1 ton/max 1.5 ton) with plow and spreader</i>		
1)		
2)		
3)		
4)		
<i>B. Multi-Axle Dump Truck (2 or more rear axles) with plow and spreader</i>		
1)		
2)		
3)		
4)		
<i>C. Multi-Axle Grader (2 or more rear axles) with blade</i>		
1)		
2)		
3)		
4)		
<i>D. Rubber Tire Loader with minimum 2 CU YD bucket/blade</i>		
1)		
2)		
3)		
4)		
<i>E. Supervisor with vehicle</i>		

1)		
<i>F. Backhoe adequately equipped for Snow & Ice removal services</i>		
1)		
2)		
3)		
4)		
<i>G. Specialized Equipment</i>		
1)		
2)		
3)		
4)		
<i>H. Stand-by Rate</i>		
1)		
Downtown Sector:	Rate per Hour	Number Available
<i>A. Single Axle Vehicle (min 1 ton/max 1.5 ton) with plow and spreader</i>		
1)		
2)		
3)		
4)		
<i>B. Multi-Axle Dump Truck (2 or more rear axles) with plow and spreader</i>		
1)		
2)		
3)		
4)		
<i>C. Multi-Axle Grader (2 or more rear axles) with blade</i>		
1)		
2)		
3)		
4)		
<i>D. Rubber Tire Loader with minimum 2 CU YD bucket/blade</i>		
1)		
2)		
3)		

4)			
<i>E. Supervisor with vehicle</i>			
1)			
<i>F. Backhoe adequately equipped for Snow & Ice removal services</i>			
1)			
2)			
3)			
4)			
<i>G. Specialized Equipment</i>			
1)			
2)			
3)			
4)			
<i>H. Stand-by Rate</i>			
1)			
Total Bid Price (must be entered on front page):			

BID PRICES: Bid shall be in the form of a firm unit price for each item during the contract period.

DELIVERY: State your earliest firm delivery or performance date: _____. This date may be a factor in making the award.

VIII. Attachment C: References

Years In Business: Indicate the length of time you have been in business providing this type of service: _____ years.

References: Indicate below a listing of three (3) references for which you currently provide this type of service. Include the date service was furnished, name of client, address and phone/fax number.

Client Name:

Date of Service:

Address:

Phone:

Fax:

Client Name:

Date of Service:

Address:

Phone:

Fax:

Client Name:

Date of Service:

Address:

Phone:

Fax:

IX. Attachment D: Newport News Public Schools Operating Hours

Newport News Public Schools • 12465 Warwick Blvd., Newport News, VA 23606 • (757) 591-4500 • www.nnschools.org

SCHEDULE A
HIGH SCHOOLS
Denbigh, Heritage, Menchville, Warwick, Woodside

Student Hours 7:10 a.m. - 1:55 p.m.	Office Hours 6:50 a.m. - 3:35 p.m.	Half-Day Dismissal: 10:30 Early Dismissal: 12:25
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MIDDLE SCHOOLS
**Ella Fitzgerald, Passage
(formerly Dozier)**

Student Hours 7:10 a.m. - 1:55 p.m.	Office Hours 6:50 a.m. - 3:35 p.m.	Half-Day Dismissal: 10:30 Early Dismissal: 12:25
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SCHEDULE B
MIDDLE SCHOOLS
Crittenden, Gildersleeve, Hines

Student Hours 8:10 a.m. - 2:55 p.m.	Office Hours 7:30 a.m. - 4:15 p.m.	Half-Day Dismissal: 11:30 Early Dismissal: 1:25
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ELEMENTARY SCHOOLS

Carver * Discovery STEM Acad.* Gen. Stanford (& PreK)	Hiddenwood * Jenkins Kiln Creek	McIntosh * Sanford Stoney Run (formerly Epes)
Student Hours 8:20 a.m. - 2:55 p.m.	Office Hours 7:30 a.m. - 3:45 p.m.	Half-Day Dismissal: 11:30 Early Dismissal: 1:25

* Schools with P.E.E.P. classes on Schedule B

P.E.E.P. CLASSES - Schedule B

A.M. Session Student Hours 8:20 a.m. - 11:35 a.m. Half-Day Dismissal: 9:55 Early Dismissal: 10:50	P.M. Session Student Hours 11:40 a.m. - 2:55 p.m. Half-Day Dismissal: No P.M. Classes Early Dismissal: 10:55 - 1:25
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* If schools are delayed due to weather, A.M. session PEEP classes will be cancelled.

SCHEDULE C
MIDDLE SCHOOL
Huntington at Heritage and B. T. Washington

Student Hours 9:10 a.m. - 3:55 p.m.	Office Hours 7:55 a.m. - 4:40 p.m.	Half-Day Dismissal: 12:30 Early Dismissal: 2:25
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ELEMENTARY SCHOOLS

Charles Deer Park Dutrow Greenwood Hilton Katherine G. Johnson* (formerly Lee Hall)	Knollwood Meadows* (formerly Nelson) Newsome Park Palmer Richneck	Riverside Saunders Sedgefield Yates
Student Hours 9:20 a.m. - 3:55 p.m.	Office Hours 8:30 a.m. - 4:45 p.m.	Half-Day Dismissal: 12:30 Early Dismissal: 2:25

* Schools with P.E.E.P. classes on Schedule C

P.E.E.P. CLASSES - Schedule C

A.M. Session Student Hours 9:20 a.m. - 12:35 p.m. Half-Day Dismissal: 10:55 Early Dismissal: 11:50	P.M. Session Student Hours 12:40 p.m. - 3:55 p.m. Half-Day Dismissal: No P.M. Classes Early Dismissal: 11:55 - 2:25
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* If schools are delayed due to weather, A.M. session PEEP classes will be cancelled.

AN ACHIEVABLE DREAM
ELEMENTARY: Grades K-5

Office Hours: 7:45 a.m. - 5:15 p.m.
Grades K-2
 Student Hours: 9:20 a.m. - 3:55 p.m.
 Half-Day Dismissal: 12:30
 Early Dismissal: 2:25
Grades 3-5
 Student Hours: 8:20 a.m. - 4:35 p.m.
 Half-Day Dismissal: 11:50
 Early Dismissal: 1:25

MIDDLE & HIGH: Grades 6-12

Office Hours: 8:00 a.m. - 4:45 p.m.
Grades 6-10
 Student Hours: 8:20 a.m. - 4:35 p.m.
 Half-Day Dismissal: 11:50
 Early Dismissal: 1:25
Grades 11-12
 Student Hours: 8:20 a.m. - 3:00 p.m.
 Half-Day Dismissal: 11:50
 Early Dismissal: 1:25

EARLY CHILDHOOD CENTERS
Denbigh ECC * & Watkins ECC *

Office Hours: 8:45 a.m. - 5:00 p.m.
 Student Hours: 9:40 a.m. - 3:55 p.m.
 Half-Day Dismissal: 12:55
 Early Dismissal: 2:25

* School with P.E.E.P. classes

P.E.E.P. CLASSES - Denbigh & Watkins ECC

A.M. Session
 Student Hours: 9:50 a.m. - 12:50 p.m.
 Half-Day Dismissal: 11:20
 Early Dismissal: 12:05

* If schools are delayed due to weather, A.M. session PEEP classes will be cancelled.

P.M. Session
 Student Hours: 12:55 p.m. - 3:55 p.m.
 Half-Day Dismissal: No P.M. Classes
 Early Dismissal: 12:10 - 2:25

Marshall ELC *

Office Hours: 7:00 a.m. - 3:15 p.m.
 Student Hours: 7:35 a.m. - 1:50 p.m.
 Half-Day Dismissal: 10:50
 Early Dismissal: 12:20

* School with P.E.E.P. classes

P.E.E.P. CLASSES - Marshall ELC

A.M. Session
 Student Hours: 7:35 a.m. - 10:45 a.m.
 Half-Day Dismissal: 9:15
 Early Dismissal: 10:00

* If schools are delayed due to weather, A.M. session PEEP classes will be cancelled.

P.M. Session
 Student Hours: 10:50 a.m. - 1:50 p.m.
 Half-Day Dismissal: No P.M. Classes
 Early Dismissal: 10:05 - 12:20



October 13, 2022

**Addendum #1
FOR IMMEDIATE ATTENTION**

TO: ALL BIDDERS

RE: IFB #005-0-2023SB – Snow and Ice Removal Services

1. **The due date has been extended to Monday, October 24, 2022 at 1:00 PM.**

2. Responses to Bidders questions are as follows:

- I have a question pertaining to the wording on this line in the bid packet. “• Bidder **must** enter unit price, extended price, and over-all bid total. Award will be based on the total of the extended prices.” I have the unit price. What is the extended price timeline? Is that how many hours it would take to do each location. If so, what is that time, so I am bidding the same timeline as everyone else. Or just say same and bid 1 hour at each location. I just want to make sure I am adding the correct numbers to the request.

**NNPS hereby removes the following from Attachment B: Pricing Schedule
“Bidder must enter unit price, extended price and over-all bid total. Award will be based on the total of extended prices.”**

**NNPS here by adds the following to Attachment B: Pricing Schedule
“Bidder must enter the total rate per hour. Award will be based on the sum of rate per hour.”**

Please see attached revised Attachment B.

3. All other provisions of the IFB shall remain unchanged.

Signature: _____

(Bidder)

Sincerely,

Shaelee Bailey,
Senior Procurement Specialist