



**PULASKI COUNTY SCHOOL BOARD  
DBA  
PULASKI COUNTY PUBLIC SCHOOLS (PCPS)**

**INVITATION TO BID (ITB)**

**FOR**

**NEW CEILING TILE SYSTEM, FLOORING, AND CARPET  
AT CRITZER ELEMENTARY SCHOOL**

**ITB NUMBER 17-1001**

**OPENING DATE: Monday, April 10, 2017**

**OPENING TIME: 2:00 p.m. Eastern**

The Invitation to Bid and related documents may be obtained during normal business hours from the Finance Department Office, 3<sup>rd</sup> Floor, Pulaski County School Board Administrative Office, 202 North Washington Avenue, Pulaski, VA 24301, or from the Pulaski County Public Schools website at:

<http://www.pcva.us/FinanceITB.html>

Date of ITB – March 29, 2017

## GENERAL INFORMATION

### Purpose

The intent of this Invitation to Bid (ITB) is to obtain pricing from qualified bidders for the provision of a new ceiling tile system, new resilient flooring, and new carpet at Critzer Elementary School, 100 Critzer Drive, Pulaski, VA 24301.

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on Tuesday, May 30, 2017 and to be completed no later than Thursday, July 27, 2017.

### Submission of the Bid

**Bid Forms (pages 18-21 ) are required to be submitted in a sealed package with the notation "ITB 17-1001, New Ceiling Tile System, Flooring, and Carpet at Critzer Elementary School" noted on the outside of the envelope. The sealed package shall be submitted on or before Monday, April 10, 2017 at 2:00 PM Eastern. Any bids received after that date and time shall not be considered.**

### Questions, Interpretations and Addenda

All questions relating to this solicitation are to be directed to PCPS in advance and in writing. Questions are due by April 6, 2017 at 3:00 p.m. All questions relating to this solicitation shall be submitted in writing via email to:

Chris Stafford, Assistant Superintendent  
Pulaski County Public Schools  
202 North Washington Avenue  
Pulaski, VA 24301  
Email: [cstafford@pcva.us](mailto:cstafford@pcva.us)

For questions please make the subject line of the email: "ITB 17-1001 Questions". Questions shall include the Bidder's name, title, company name, company address, and telephone number.

Interpretations, amendments, or clarifications considered necessary by PCPS in responses to such questions will be issued by Addenda and posted on the PCPS website.

Bidders may rely only on those communications, statements, documents, answers to questions, or other information from PCPS to the extent they are reduced to a formal Addendum to this ITB and issued by PCPS. Verbal questions will not be answered.

**DIVISION 9 - SECTION 09511**  
**ACOUSTICAL PANEL CEILINGS**

**PART 1 - GENERAL**

1.01 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General Conditions, Supplemental General Conditions, Special Conditions, and Division 1 - Specifications sections, apply to work of this section.

1.02 DESCRIPTION OF WORK:

- A. Provide new 2 x 4 ceiling tile system approx. 30,000 SF (contractor to verify total amount before providing a bid.)
- B. Coordinate site visit with Mr. Matt Jackson (540/440-0379) for field verification of quantities.
- C. The new tile grid to be tied to existing steel joist.
- D. Owner shall reinstall all fixtures.
- E. Work shall start May 30, 2017 and be complete on/or before July 27, 2017. (liquidated damages referenced in special terms and conditions)

1.03 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referenced to in the text by basic designation only. The latest edition of these publications in force at the time of award of project contract is to apply.

**AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)**

ASTM C 635	Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-In Panel Ceilings
ASTM C 636	Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels
ASTM E 84	Test Method for Surface Burning Characteristics of Building Materials
ASTM E 119-COa	Standard Test Methods for Fire Tests of Building Construction and Materials
ASTM E 580	Practice for Application of Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels in Areas Requiring Seismic Restraint
ASTM E 1264	Classification for Acoustical Ceiling Products

**CEILINGS AND INTERIOR SYSTEMS CONTRACTORS (CISCA)**

CISCA	Ceiling Systems Handbook
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1.04 FLAME SPREAD RATING

- A. Acoustical panels shall have a flame spread rating of 25 or less, and a smoke developed rating of 50 or less when tested per ASTM E 84 requirements.

1.05 FIRE-RESISTANCE-RATINGS:

As determined per ASTM E 119 and as indicated by reference to design designations in UL "Fire Resistance Directory".

Fire-resistance required: One hour UL Test P230 or A/E approved equivalent.

1.06 SUBMITTALS

- A. Submit three (3) copies of manufacturer's latest published specifications and installation instructions for acoustical panel ceilings and accessories required, including other data as may be required to show compliance with these specifications.
- B. Submit the following for A/E's approval:
  - 1. Three 12-inch square samples of acoustical unit required.
  - 2. Three sets of 12-inch long samples of exposed runners and moldings.
- C. Submit manufacturer's recommendations for cleaning and refinishing acoustic units. Include precautions against materials and methods which may be detrimental to finishes and acoustic efficiency.

1.07 MAINTENANCE

- A. Provide Owner with one (1) case of each type of ceiling panels for future use.

**PART 2 - PRODUCTS**

2.01 ACOUSTICAL CEILING PANEL UNITS

- A. Fissured Pattern: Units with moderate, single direction fissured pattern, complying with the requirements of ASTM C 635, and as follows:
  - 1. Color: White.
  - 2. Noise Reduction Coefficient: NRC Range .55 to .65.
  - 3. Edge Detail: Square.
  - 4. Size: 24 inches by 24 inches by 5/8 inch.
  - 5. Finish: Manufacturer's standard coating and finish for normal use environments as defined in ASTM C 635.
  - 6. Fire Rating: Provide 1 hour fire-resistance rated Ceiling panel units.

2.02 SUSPENSION SYSTEM

- A. As follows, with hangers, attachment devices, and edge moldings and trim.
- B. Exposed Face, Capped, Double Web Steel Suspension System: Runners roll formed from pre-painted or electrolytic zinc coated cold rolled steel sheet, with pre-finished 15/16 inch wide metal caps on flanges; and as follows:
  - 1. Face Design: Flush capped face without slot or reveal.

2. Structural Classification: Intermediate Duty System, as defined by ASTM C 635, 1-1/2-inch deep.
  3. Cap Material and Finish: Steel sheet painted flat white with factory baked on enamel.
- C. Provide manufacturer's standard wall angle, finished to match the exposed face of the suspension system.
  - D. Provide manufacturer's standard hold down clips as indicated.
  - E. Suspend with 12 gage galvanized soft annealed, mild steel hanger wire, securely tied to clips with a carrying capacity of not less than 5 times the design loads involved.

### **PART 3 - EXECUTION**

#### 3.01 GENERAL

- A. Install acoustical ceiling systems to comply with below, per manufacturer's instructions, and CISCA "Ceiling Systems Handbook," and meeting ASTM C 636 requirements.

#### 3.02 LAYOUT

Balance ceiling borders on opposite sides, using acoustical units of more than half width, as indicated.

#### 3.03 SUSPENSION SYSTEM

- A. Secure hangers to structural framing. Space hangers not more than 6-inches from each end and not more than 4 feet O.C. between ends of members to be supported. Provide additional hangers for support of fixtures and other items to be supported by the ceiling suspension system, as required to prevent eccentric deflection or rotation of supporting runners. All mechanical and electrical items shall be independently supported.
- B. Support main runners directly from hangers. Do not bear on walls or partitions. Space main runners to support cross-runners and acoustic panels only, as required to comply with specified performance requirements. Interlock cross-runners with main runners or with cross-runners structurally classified as main runners.
- C. Cope exposed edges of intersecting exposed suspension members to produce flush intersections.
- D. Provide hold down clips in conformance with the requirements of ASTM E 580 for acoustical ceiling panel units within 10 feet of the discharge point of a ducted, forced air supply, or which become displaced during the testing and balancing of the mechanical air handling system, including those displaced by the opening and closing of interior and exterior doors.

#### 3.04 EDGE MOLDINGS

Secure to existing and new concrete masonry and gypsum wallboard substrate with screw anchors in lead inserts or screws attached to metal studs, spaced 16-inches O.C. maximum. Miter corner joints.

- A. Cope exposed edges of intersecting exposed suspension members to produce flush intersections.

3.05 REPAIR AND CLEAN UP

- A. Clean exposed surfaces of acoustic unit and systems, complying with manufacturer's instructions. Remove and replace all damaged suspension system and acoustical panel units.
- B. Remove all excess materials and debris at the end of the work, leaving finished installation in unblemished condition.

**END OF SECTION 09511**

## DIVISION 9 - SECTION 09680

### CARPET

#### PART 1 - GENERAL

##### 1.01 RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General Conditions, Supplemental General Conditions, Special Conditions, and Division 1 - Specifications sections, apply to work of this section.

##### 1.02 DESCRIPTION OF WORK:

- A. Provide new carpet in the auditorium (contractor to verify total amount before providing a bid.)
- B. Coordinate site visit with Mr. Matt Jackson (540/440-0379) for field verification of quantities.
- C. Contractor is to complete floor prep prior to start of the carpet installation. Prep is to include the complete removal of all remaining carpet adhesive, carpet debris and all required flash patching required for an acceptable substrate.
- D. Work shall start May 30, 2017 and be complete on/or before July 27, 2017. (liquidated damages referenced in special terms and conditions)

##### 1.03 REFERENCES:

The publications listed below form a part of this specification to the extent referenced. The publications are referenced to in the text by basic designation only. The latest edition of these publications in force at the time of project contract is to apply.

#### **AMERICAN SOCIETY FOR TESTING MATERIALS (ASTM)**

- ASTM D 297 Test Method for Rubber Products - Chemical Analysis.
- ASTM D 418 Methods of Testing Pile Yarn Floor Covering Construction.
- ASTM D 1335 Test Method for Tuft Bid of Pile Floor Coverings.
- ASTM D 1667 Specification for Flexible Cellular Materials - Vinyl Chloride Polymers and Copolymers (Closed Cell Vinyl).
- ASTM D 3936 Test Method for Delamination Strength of Secondary Backing of Pile Floor Coverings.
- ASTM E 648 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.

#### **AMERICAN ASSOCIATION OF TEXTILE CHEMISTS AND COLORISTS (AATCC):**

- AATCC 16 Test Method: Colorfastness to Light.
- AATCC 134 Test Method: Electrostatic Propensity of Carpets.
- AATCC 165 Test Method: Colorfastness to Crocking: Carpets - AATCC Crockmeter Method.

#### **CARPET AND RUG INSTITUTE (CRI):**

**CODE OF FEDERAL REGULATIONS (CFR):**

16 CFR 1630 Standard for the Surface Flammability of Carpet and Rugs.

1.04 SUBMITTALS:

A. Catalog Data, Carpet and Accessories:

Provide three (3) copies for each type of carpet material and installation accessory required, catalog data and printed documentation stating physical characteristics, durability, resistance to fading and flame resistance characteristics.

B. Shop Drawings, Installation:

Provide three (3) copies of layout drawings indicating areas receiving carpet, direction of pile, location of seams, and locations of edge molding.

C. Instructions, Carpet and Accessories:

Provide three (3) copies of the manufacturer's printed installation instructions for the carpet, including procedures for installation, preparation of substrate, seaming techniques, and recommended adhesives and tapes.

D. Reports, Moisture Tests:

Provide three (3) copies of moisture content of concrete slab stating date of test, person conducting the test, and the area tested.

E. Certificates, Carpet and Accessories:

Certificates of compliance from a laboratory accredited by the National Laboratory Accreditation Program of the National Institute of Standards and Technology attesting that each type of carpet and cushion material conforms to the standards specified.

F. Samples, Carpet and Accessories:

1. Carpet: Three (3) "Production Quality" samples, 24 by 18 inches, of each carpet proposed for use, showing quality, pattern, and full range of color specified.
2. Aluminum Moldings: Three (3) pieces of each type at least 12 inches long.
3. Special Treatment Materials (if required): Three (3) samples showing system and installation method proposed.

G. Operation and Maintenance Manuals, Carpet and Accessories:

Three (3) copies of carpet manufacturer's maintenance instructions describing recommended type of cleaning equipment and material, spotting and cleaning methods and cleaning cycles.

1.05 DELIVERY AND STORAGE:

Materials shall be delivered to the site in the manufacturer's original wrappings and packages clearly labeled with the manufacturer's name, brand name, size, dye lot number, and related information. Materials shall be stored in a clean, dry, well ventilated area, protected from damage and soiling, and maintained at a temperature above 70 degrees F for two (2) days prior to installation.

1.06 ENVIRONMENTAL REQUIREMENTS:



Areas in which carpeting is to be installed shall be maintained at a temperature above 70 degrees F for two (2) days before installation, during installation, and for two (2) days after installation. A minimum temperature of 50 degrees F shall be maintained thereafter for the duration of the contract. Traffic or movement of furniture or equipment in carpeted area shall not be permitted for 24 hours after installation. Other work which would damage the carpet shall be completed prior to installation of carpet.

1.07 WARRANTY:

Manufacturer's minimum ten year wear on fiber with not more than ten percent (10%) loss of carpet face. Carpet guaranteed not to edge ravel at seams, ravel, run, zipper, stretch, buckle, or delaminate for ten (10) years. Carpet guaranteed to side match, end to end and side to side.

1.08 EXTRA MATERIAL:

Extra material from same dye lot consisting of full width continuous broadloom shall be provided for maintenance. A minimum of 2 percent of total square feet of each carpet type, pattern, and color shall be provided. Package with protective material for storage, and identify contents with labels for future reference.

**PART 2 - PRODUCTS**

2.01 CARPET TYPE:

Carpet shall be first quality; free of visual blemishes, streaks, poorly dyed areas, and other physical and manufacturing defects. Carpet materials and treatments shall be reasonably nonallergenic and free of other recognized health hazards.

2.02 Physical Characteristics:

Carpet shall comply with the following:

- A. Carpet Fabrication: Tufted.
- B. Category: Broadloom with 0.15 percent maximum growth/shrink rate in accordance with DIN 54318.
- C. Pile Type: Level loop.
- D. Pile Fiber: Branded commercial nylon continuous filament with soil hiding and static control.
- E. Pile Height: 3/16 inch minimum.
- F. Gauge: 1/10 inch.
- G. Stitches and Tufts: 8 per inch, minimum.
- H. Surface Pile Yarn Weight (or Face Weight): 24 oz. minimum. This does not include weight of backings. Weight of actual surface yarn exposed to wear above carpet backing shall be determined in accordance with ASTM D 418.
- I. Pile Density: 4,000 as determined using the formula below:

$$\text{Density} = (W) (36)/T$$

W is pile yarn weight in kg per square meter, and T is pile thickness in inches. Pile thickness shall be determined in accordance with ASTM D 418.

- J. Dye Method: Solution dyed, synthetic yarn which is spun from a colored solution with the filament impregnated with the pigment.
- K. Backing Materials: Primary backing materials shall be 100% woven polypropylene, 3.25 oz.. Secondary backing to suit project requirements shall be those customarily used and accepted by the trade for each type of carpet, except when a special unitary back designed for gluedown is provided.
- L. Width: 12 foot minimum usable carpet with exception of narrower corridors.
- M. Pattern, texture, and color: To be selected by Architect/Engineer.

#### 2.03 Performance Requirements:

- A. Flammability and Critical Radiant Flux Requirements: Carpet shall comply with 16 CFR 1630. Carpet in corridors and exits shall have a minimum average critical radiant flux or .022 watts per square centimeter when tested in accordance with ASTM E 648. Carpet with separate cushion where used in corridors and exits shall be tested together as an assembly.
- B. Static Control: Static control shall be provided to permanently control static buildup to less than 3500 volts when tested at 20 percent relative humidity and 21 degrees C in accordance with AATCC 134.
- C. Tuft Bind: Tuft bind shall be a minimum 40 N average force for loop pile when tested in accordance with ASTM D 1335.
- D. Additional Performance Characteristics:
  - 1. Antimicrobial: Provide nontoxic antimicrobial treatment guaranteed by the carpet manufacturer to last the life of the carpet.
  - 2. Attached Cushion: Attached cushion shall be latex foam rubber with minimum weight of 30 oz/sq. yd., minimum thickness of 0.100 inch, minimum density of 17 lb/cubic foot, minimum compression resistance of 5 psi, and minimum compression resistance of 15 percent in accordance with ASTM D 3676. Cushion shall pass accelerated aging test in accordance with ASTM D 3676.
  - 3. Provide three ply material.
- E. Colorfastness to Crocking: Dry and wet crocking shall comply with AATCC 165 and shall have a minimum rating of step 4 on the AATCC Color Transference Chart for all colors.
- F. Colorfastness to Light: Colorfastness to light shall comply with AATCC 16 and shall have a minimum 4 grey scale rating after 40 hours.

#### 2.04 ADHESIVES AND CONCRETE PRIMER:

Adhesives and concrete primers for installation of carpet and cushion shall be waterproof, nonflammable, meet local air-quality standards, and shall be as recommended by the carpet manufacturer. Seam adhesive shall be waterproof, nonflammable, and nonstaining as recommended by the carpet manufacturer.

#### 2.05 MOLDING:

Molding shall be aluminum. Aluminum molding shall be a hammered surface, pinless clamp-down

type, designed for the type of carpet being installed. Finish shall be natural color anodized. Floor flange shall be a minimum 1-1/2 inch wide and face shall be a minimum 5/8 inch wide.

2.06 TAPE:

Provide hot-melt adhesive tape for seams which shall be as recommended by the carpet manufacturer for the type of seam used in installation. Form secure seams to prevent pile loss.

**PART 3 - EXECUTION**

3.01 SURFACE PREPARATION:

Carpet shall not be installed on surfaces that are unsuitable and will prevent a proper installation. Holes, cracks, depressions, or rough areas shall be repaired using material recommended by the carpet or adhesive manufacturer. Floor shall be free of any foreign materials and swept broom clean. Before beginning work, subfloor shall be tested with glue and carpet to determine "open time" and bond.

3.02 MOISTURE TEST & PH:

Concrete slab shall be tested for moisture content. The moisture content shall not exceed a hygrometer reading of 65 percent. The slab shall be tested to have a pH of 9 or less when wetted with potable water and pHydron paper applied.

3.03 INSTALLATION:

Installation shall be in accordance with the manufacturer's instructions and CRI 104. Edges of carpet meeting hard surface flooring shall be protected with molding. Installation shall be in accordance with the molding manufacturer's instructions.

3.04 BROADLOOM INSTALLATION:

Broadloom carpet shall be installed direct glue down, and shall be smooth, uniform, and secure, with a minimum of seams. Seams shall be uniform, unnoticeable, and treated with a seam adhesive. Side seams shall be run toward the light where practical and where such layout does not increase the number of seams. Breadths shall be installed parallel, with carpet pile in the same direction. Patterns shall be accurately matched. Cutouts, as at door jambs, columns and ducts shall be neatly cut and fitted securely. Seams at doorways shall be located parallel to and centered directly under doors. Seams shall not be made perpendicular to doors or at pivot points. Seams at changes in directions of corridors shall follow the wall line parallel to the carpet direction. Corridors with widths less than 12 feet shall have the carpet laid lengthwise down the corridors.

3.05 CLEANING AND PROTECTION:

A. Cleaning:

After installation of the carpet, debris, scraps, and other foreign matter shall be removed. Soiled spots and adhesive shall be removed from the face of the carpet with appropriate spot remover. Protruding face yarn shall be cut off and removed. Carpet shall be vacuumed clean.

3.06 PROTECTION:

The installed carpet shall be protected from soiling and damage with heavy, reinforced, nonstaining kraft paper, plywood, or hardboard sheets. Edges of kraft paper protection shall be lapped and secured to provide a continuous cover. Traffic shall be restricted for at least 45 hours. Protective covering shall be removed when directed by the Owner.

3.07 REMNANTS:

Remnants remaining from the installation, consisting of scrap pieces more than 24 inches in dimension with more than 6 square feet total, shall be provided. Non-retained scraps shall be removed from site.

**END OF SECTION 09680**

## DIVISION 9 - SECTION 09650

### RESILIENT FLOORING

#### PART 1 - GENERAL

##### 1.01 RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplemental Conditions and Division 1 Specification sections, apply to work of this section.

##### 1.02 DESCRIPTION OF WORK:

- E. Provide new 12" x 12" VCT floor tile approx. 40,000 SF (contractor to verify total amount before providing a bid.)
- F. Coordinate site visit with Mr. Matt Jackson (540/440-0379) for field verification of quantities.
- G. Contractor is to complete floor prep prior to start of the VCT installation. Prep is to include the complete removal of all remaining carpet adhesive, carpet debris and all required flash patching required for an acceptable substrate.
- H. Work shall start May 30, 2017 and be complete on/or before July 27, 2017. (liquidated damages referenced in special terms and conditions)

##### 1.03 REFERENCES:

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced to in the text by basic designation only. The latest edition of these publications in force at the time of award of project contract is to apply.

#### **AMERICAN SOCIETY FOR TESTING MATERIALS (ASTM)**

- ASTM E 84 Test Method for Surface Burning Characteristics of Building Materials
- ASTM E 648 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
- ASTM E 662 Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
- ASTM F 1066 Specification for Vinyl Composition Floor Tile.

##### 1.04 QUALITY ASSURANCE:

- A. Manufacturer: Provide each type of resilient flooring and accessories as produced by a single manufacturer, including recommended primers, adhesives, sealants, and leveling compounds.
- B. Fire Test Performance: Provide resilient flooring which complies with the following fire test performance criteria as determined by an independent testing laboratory acceptable to authorities having jurisdiction.
  - 1. Flame Spread: Not more than 75 per ASTM E 84.

2. Smoke Developed: Not more than 450 per ASTM E 84.
3. Smoke Density: Not more than 450 per ASTM E 662.

1.05 PROJECT CONDITIONS:

- A. Do not deliver materials to project site before building is enclosed and weatherproofed and installation is ready to commence.
- B. Deliver materials in original cartons with seals unbroken and labels intact until time of use.
- C. Store materials flat on a level surface in a dry, well-ventilated portion of the building.
- D. Maintain minimum temperature of 65 degrees F (18 degrees C) in spaces to receive resilient flooring for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. Store resilient flooring materials in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 55 degrees F (13 degrees C) in areas where work is completed.
- E. Install resilient flooring and accessories after other finishing operations, including painting, have been completed. Do not install resilient flooring over concrete slabs until the latter have been cured and are sufficiently dry to achieve bond with adhesive as determined by resilient flooring manufacturer's recommended bond and moisture test.
- F. Allow rolled or warped base to lie flat at least twenty-four (24) hours at 70 degrees F. minimum, before installation.
- G. Sequencing: Do not begin installation until all painting and repair of walls, ceiling and finished carpentry is complete.

1.06 EXTRA MATERIAL:

- A. Extra material from same lot consisting of full width continuous broadloom shall be provided for maintenance. A minimum of 2 percent of total square feet of each type, pattern, and color shall be provided. Package with protective material for storage, and identify contents with labels for future reference.

**PART 2 - PRODUCTS**

2.01. ACCEPTABLE MANUFACTURERS:

- A. Manufacturer: Subject to compliance with requirements, provide products of one of the following or an approved equal:
  1. Manufacturers of Vinyl Composition Tile:
    - a. Armstrong World Industries, Inc.
    - b. Azrock Floor Products Div., Azrock Industries, Inc.
    - c. Tarkett Inc.
  2. Manufacturers of Wall Base:
    - a. Armstrong World Industries, Inc.
    - b. Azrock Floor Products Div., Azrock Industries, Inc.

2.02 RESILIENT FLOORING COLORS AND PATTERNS:

Provide colors and patterns to match existing (match what was removed).

## 2.03 ACCESSORIES:

- A. Wall Base: Provide wall base complying with FS SS-W-40, Type II, with matching end stops and preformed or molded corner units, and to match existing as follows:
  - 1. Height
  - 2. Thickness
  - 3. Color
  - 4. Style:
  - 5. Finish

## PART 3 - EXECUTION

### 3.01 INSPECTION:

- A. Require Installer to inspect subfloor surfaces to determine that they are satisfactory. A satisfactory subfloor surface is defined as one that is smooth and free from cracks, holes, ridges, coatings preventing adhesive bond, and other defects impairing performance or appearance.
- B. Perform bond and moisture tests on concrete subfloors to determine if surfaces are sufficiently cured and dry as well as to ascertain presence of curing compounds.
- C. Do not allow resilient flooring work to proceed until subfloor surfaces are satisfactory.

### 3.02 PREPARATION:

- A. Prepare subfloor surfaces as follows:
  - 1. Use leveling and patching compounds as recommended by resilient flooring manufacturer for filling small cracks, holes and depressions in subfloors. Grind ridges smooth. Repair deviations beyond 1/8 inch in 10 feet.
  - 2. Remove coatings from subfloor surfaces that would prevent adhesive bond, including curing compounds incompatible with resilient flooring adhesives, paint, oils, waxes and sealers.
- B. Broom clean and vacuum surfaces to be covered, and inspect subfloor.
- C. Apply concrete slab primer, if recommended by flooring manufacturer, prior to application of adhesive. Apply in compliance with manufacturer's directions.

### 3.03 INSTALLATION, GENERAL:

- A. Install resilient flooring using method indicated in strict compliance with manufacturer's printed instructions. Extend resilient flooring into toe spaces, door reveals, and into closets and similar openings.
- B. Scribe, cut, and fit resilient flooring to permanent fixtures, built-in furniture and cabinets, pipes, outlets and permanent columns, walls and partitions.
- C. Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other non-permanent marking device.

### 3.04 INSTALLATION OF TILE FLOORS:

- A. Lay tile from center marks established with principal walls, discounting minor offsets, so that tile at opposite edges of room are of equal width. Adjust as necessary to avoid use of cut widths less than 1/2 tile at room perimeters. Lay tile in pattern indicated, aligning with similar pattern in adjacent floor.
- B. Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged if so numbered. Cut tile neatly around all fixtures. Broken, cracked, chipped or deformed tile are not acceptable.
  - 1. Lay tile with grain running in one direction.
- C. Adhere tile flooring to substrates using full spread of adhesive applied in compliance with flooring manufacturer's directions.

### 3.05 INSTALLATION OF ACCESSORIES:

- A. Apply wall base to walls, columns, pilasters, casework and other permanent fixtures in rooms or areas where base is required. Install base in lengths as long as practicable, with preformed corner units, or fabricated from base materials with mitered or coped inside corners. Tightly bond base to substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces. On masonry surfaces, or other similar irregular surfaces, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.
- B. Lay out wall base from on end of the wall toward the opposite end. Trim to fit inside and outside corners. Fit base carefully to floor tile and wall. Roll base into adhesive to obtain firm bond. Remove excess adhesive.
- C. Apply overlap metal edge strips where shown on drawings, and after flooring installation. Secure units to substrate with countersunk stainless steel anchors, complying with edge strip manufacturer's recommendations.



3.06 CLEANING AND PROTECTION:

- A. Perform following operations immediately upon completion of resilient flooring:
  - 1. Sweep or vacuum floor thoroughly.
  - 2. Do not wash floor until time period recommended by resilient flooring manufacturer has elapsed to allow resilient flooring to become well-sealed in adhesive.
  - 3. Damp-mop floor being careful to remove black marks and excessive soil.
  - 4. Remove any excess adhesive or other surface blemishes, using appropriate cleaner recommended by resilient flooring manufacturers.
- B. Protect flooring against damage during construction period to comply with resilient flooring manufacturer's directions.
  - 1. Apply protective floor polish to resilient flooring surfaces free from soil, excess adhesive or surface blemishes. Use commercially available metal cross-linked acrylic product acceptable to resilient flooring manufacturer.
  - 2. Cover resilient flooring with undyed, untreated building paper until inspection for substantial completion.
- C. Clean resilient flooring not more than 4 days prior to date scheduled for inspections intended to establish date of substantial completion in each area of project. Clean resilient flooring by method recommended by resilient flooring manufacturer.
  - 1. Strip protective floor polish, which was applied after completion of installation, prior to cleaning.
  - 2. Reapply floor polish after cleaning.
- D. Clean wall base after base adhesive is set using cleaning agent recommended by the manufacturer. Replace all damage and defective base at no additional cost to the Owner.
- E. Remove all debris and surplus materials and leave installation in unblemished condition.
- F. Remove any excess adhesive or other surface blemishes, using neutral type cleaners as recommended by flooring manufacturer. Protect installed flooring from damage by covering with heavy kraft paper.
- G. After completion of project and just prior to final inspection of work, thoroughly clean floor and base.
- H. Provide the Owner with 2% maintenance stock at the completion of this work (see 1.06 above).

**END OF SECTION 09650**

**BID FORM**

**INVITATION TO BID NUMBER 17-1001**

THE PROPER FULL LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE SOLICITATION TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

<b>SUBMITTED BY:</b> (LEGAL NAME OF ENTITY)	
<b>PRINCIPAL PLACE OF BUSINESS:</b>	
<b>TELEPHONE NO.</b>	<b>EMAIL ADDRESS:</b>
<b>TAX ID NUMBER: (EIN/SSN)</b>	
<b>THE ENTITY IS:</b> ___ CORPORATION; ___ GENERAL PARTNERSHIP; ___ LIMITED LIABILITY COMPANY; ___ LIMITED PARTNERSHIP; ___ SOLE PROPRIETORSHIP	
<b>SCC IDENTIFICATION NUMBER:</b>	

The Contractor agrees to furnish all labor, equipment, materials, and all things necessary to perform the work as set forth in accordance with the specifications at the following:

**Base Bid:** Project consists of providing new ceiling tile system, new resilient flooring, and new carpet at Critzer Elementary School.

Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the lump sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**BID GUARANTEE**

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish the Performance Surety and Payment Bond per the Special Terms and Conditions of this ITB, within 10 days after a written Notice of Award. Failure to do so Contractor agrees to forfeit to PCPS the cashier’s check or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above.

**TIME OF COMPLETION**

The undersigned Bidder agrees that all work will commence on Tuesday, May 30, 2017 and shall be completed **on or before Thursday, July 27, 2017**, and if the work is not completed on or before this date, then the Contractor shall pay, as liquidated damages, **one percent (1%) of the total project bid price for each calendar day that expires after this date.**

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the Bid, or irregularities of any kind, may be rejected by PCPS as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

The attention of each Bidder is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder \_\_\_\_\_ does have \_\_\_\_\_ does not have a Virginia Contractor’s License.

If Bidder has a Virginia Contractor’s License, circle the class Bidder has and list the number:

Licensed “Class A”, “Class B”, or “Class C” Contractor Number \_\_\_\_\_.

The undersigned hereby agrees, if this Bid is accepted by PCPS, to provide the services and/or items in accordance with this Invitation to Bid and to execute a contract for such services and/or items.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder’s Authorized Signature

\_\_\_\_\_  
Print or Type Name/Title of Authorized Signatory



# CERTIFICATE OF COMPLIANCE

*Code of Virginia §22.1-296.1 (C)*

As a condition of Contract award, Contractor providing services requiring direct contact with students on school property during regular school hours or during school-sponsored activities shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. This certification shall be binding upon the Contractor and their employees providing services throughout the term of the Contract or purchase order, including any extensions or renewals.

Contractor acknowledges that, pursuant to the *Code of Virginia §22.1-296.1 (C)*, any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for the revocation of the Contract or purchase order.

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Company Name

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Company Address

---

Print Name of Authorized Representative

---

Authorized Representative Title

---

Authorized Representative Signature

---

Date

## **SPECIAL TERMS AND CONDITIONS – ITB #17 - 1001**

### **TIME OF COMPLETION**

Bidder agrees that all work will commence on Tuesday, May 30, 2017, and shall be completed on or before **Thursday, July 27, 2017**. If there is a definite need to work on weekends and holidays, it will be upon a mutual agreement between the Contractor and PCPS.

PCPS and the Contractor recognize that time is of the essence in this Contract, and if the work is not completed on or before the date outlined above, then the Contractor shall pay, as liquidated damages, **one percent (1%) of the total project bid price** for each calendar day that expires after the specified completion date.

### **NEW MATERIAL:**

Unless otherwise provided for in this solicitation, the Bidder represents and warrants that the goods, materials, supplies, or components offered to PCPS under this solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and the goods, materials, supplies, or components offered are current production models of the respective manufacturer.

### **SURETY REQUIREMENTS**

#### **Bid Surety:**

A fully completed and properly executed original Bid Bond or cashier's check in the amount of 5% of the amount of the bid made payable to PCPS shall accompany each bid. The Bid Surety of all Bidders may be retained until after the award to the successful Bidder is made. The Bid Surety of the successful Bidder shall be retained until completion of the Contract or the posting of a Performance Bond, whichever occurs sooner. A bid submitted without a bid surety, or with a bid surety in an amount less than the required amount, shall be rejected.

#### **Failure to Execute:**

The failure to accept an award and file acceptable Performance and Payment Bonds within ten (10) days after notice of award shall be just cause for cancellation of the award and the forfeiture of the Bid Surety to PCPS as liquidated damages. Award may then be made to the next lowest responsive and responsible Bidder.

#### **Performance Surety:**

Awardee shall submit a fully completed and properly executed original Performance Bond in the amount of 100% of the amount of its Bid to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to PCPS. Where applicable, the Performance Bond shall be renewable annually in the original

amount through completion of the Contract, including expiration of all warranty and guarantee periods.

**Payment Bond:**

Awardee shall submit a fully completed and properly executed original Payment Bond in the amount of 100% of the amount of the Bid, conditioned upon the payment of all persons who have and fulfill contracts for the Contractor for performing labor, providing equipment, or providing material in the performance of the work provided for in the Contract, shall be required of the successful Bidder. The Bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to PCPS. Where applicable, the Payment Bond shall be renewable annually in the original amount for the duration of the Contract Term.

**GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS – ITB (Rev. 03/2017)**

**READ CAREFULLY – FAILURE TO COMPLY WITH EACH AND EVERY PROVISION OF THIS INVITATION AND THE SPECIFICATIONS ARE GROUNDS TO DISQUALIFY A BIDDER**

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact (540) 994-2536. We require that you provide at least a 48 hour notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodations or assistance, which may be required for your participation.

**SUBMISSION AND RECEIPT OF BIDS:**

- a. To be considered, all bids must be delivered in a sealed envelope, clearly marked with the words “BID DOCUMENTS”, bid number, and the name of the item or project being bid and received in the Pulaski County School Board Administrative Office no later than the specified date and time for the bid opening. Failure to timely submit such bid shall disqualify the bidder and such bid will be returned to the bidder unopened. **NO FAXED BIDS WILL BE ACCEPTED.**
- b. Unless otherwise specified, bidders must use the invitation to bid form furnished by Pulaski County Public Schools (“PCPS”). Failure to do so shall be grounds for rejection of the bid.
- c. Bids having any erasures or corrections must be initialed in ink by the bidder. An authorized officer of the company must sign bids in ink. Bidder shall submit as part of the bid, documentation that the individual signing the bid has the authority to do so. All bids must either be typewritten or printed in ink.
- d. The original copy of the bid must not be permanently bound and one (1) electronic copy is preferred.

**PRICES TO BE FIRM:**

The bidder warrants, by virtue of bidding, that the prices, terms and conditions quoted in the bid will be firm for a period of 60 days from the date of the bid opening.

**PAYMENT TERMS AND INVOICES:**

Contractor shall submit to PCPS 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 PCPS purchase order processed under this Contract. All shipping costs are the Contractor’s responsibility, except to the extent such charges are identified in the executed PCPS purchase order. Contractor’s invoices shall provide at a minimum: type and description of the product or service installed, delivered, and



accepted; contract number and/or PCPS purchase order number. All payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by the Bidder shall be considered net forty five (45) days. The Contractor must send all invoices directly to the payment address shown on the executed PCPS purchase order. All Contractors must be properly registered as a payment vendor for PCPS in order to receive payment including, if requested, providing a complete, signed IRS Form W-9.

**BOND:**

At the time of or prior to the execution of the Contract, PCPS reserves the right to require the Bidder or Contractor to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to PCPS, in the amount of the Contract price.

**DELIVERY POINT:**

Unless otherwise indicated, all items shall be delivered F.O.B. with destination and delivery charges included in the bid price. Failure to specify in the bid that delivery charges are included in the bid price may be cause for rejection of the bid. F.O.B. destination is interpreted to mean unloading and placing in the building or area as directed by PCPS.

**BRAND NAMES:**

Unless identified as a "No Substitute" item in the solicitation, the name of certain brand, make or manufacturer does not restrict bidders to that specific brand, make or manufacturer. The use of the brand, make or manufacturer's identification is intended to convey the general style, type, character, and quality of the article desired. Any article which PCPS in its sole discretion determines to be the equivalent of the article specified, considering quality, workmanship, economy of operations, and suitability for the intended use, may be accepted and considered for award. However, if a product other than that specified is bid, it is the vendor's responsibility to prove to PCPS that said product is equivalent to that specified in the bid.

**QUALITY:**

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be of the best quality available.

**ACCEPTANCE OF MATERIAL:**

Until such time as all the conditions in the Contract are fulfilled, PCPS reserves the right to refuse and return material, at the seller's expense.

**WARRANTY/RETURNS:**

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

**DELIVERY:**

Time is of the essence for delivery of any items, products or service procured as a result of this bid. If delivery is not made at the time specified on the Invitation to Bid form, PCPS reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any party thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future PCPS contracts.

**DEFAULT PROVISION:**

In case of default by the Contractor, PCPS shall have the sole discretion to procure the articles or services from other sources. The defaulting Contractor shall be liable for any and all costs in excess of the Contract price occasioned by or resulting from such default whether directly or indirectly, which sums may be paid or credited from any forfeited bond or other security.

**PRICING:**

In the event of discrepancy between the total pricing and unit prices, PCPS in its sole discretion, shall determine the bid price.

**RIGHT TO NEGOTIATE:**

Pulaski County Public Schools reserves the right to negotiate with the lowest responsible bidder if the low bid exceeds available funds. This provision will be used in accordance with the Code of Virginia Section 2.2-4318.

**COPYRIGHTS OR PATENT RIGHTS:**

The bidder warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this bid. The bidder agrees that Pulaski County Public Schools shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

**FEES INCLUDED IN BID PRICE:**

Submitted bids shall include in the price, the cost of any Business and/or Professional licenses, permits or fees as required by law.

**TAX EXEMPTION:**

Pulaski County Public Schools is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the School Board will furnish a certificate of tax exemption.

**CERTIFICATION AND ABILITY:**

Pulaski County Public Schools reserves the right to request from the bidder, a separate manufacturer's certification of all statements made in the bid. At any time prior to the award, PCPS may request any or all bidders to furnish proof of experience, ability and financial standing.

#### SIGNED BID CONSIDERED AN OFFER:

This Invitation to Bid must be signed as herein provided. Submission of this signed invitation shall be considered an offer by the Bidder or Contractor to sell the items or services as required in the specifications. All bids are subject to approval by the Pulaski County School Board. In the case of default by the Bidder or Contractor after acceptance of a bid, PCPS may take such action, as it deems appropriate, including forfeiture of any and all bonds or other security and legal action for damages or specific performance.

#### WITHDRAWAL OF BID DUE TO ERROR

A Bidder may withdraw its Bid from consideration at any time prior to the bid opening by notifying PCPS in writing.

Subsequent to the commencement of the bid opening procedure, a Bidder may withdraw its Bid from consideration if the price bid was substantially lower than other Bids due solely to a mistake therein, provided: (i) that the Bid was submitted in good faith; (ii) and the mistake was a clerical mistake as opposed to a judgment mistake 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 the Bid; and (iii) that the unintentional nature of the arithmetic error or omission is clearly shown to the satisfaction of PCPS by objective evidence drawn from original work papers, documents, and materials used in the preparation of the Bid sought to be withdrawn. Written notice of the Bid withdrawal must be provided by the Bidder within two (2) business days of the conclusion of the bid opening procedure. By close of business on the second business day following the written notice of withdrawal, the Bidder must submit to PCPS all original work papers, documents, and materials used to prepare the Bid. The aforementioned notice and documents must be delivered in person or by registered mail to PCPS. The determination by PCPS shall be made in writing within five (5) business days of receipt of the notice of the Bid withdrawal, shall state the reason for denial of the request for withdrawal (if applicable), and may only be based upon the original work papers, documents, and materials delivered as requested above.

#### NO BID:

To insure that your name remains on our bid listing, should you desire not to bid on a particular project, return the completed bid package marked with the words "NO BID". Failure to return to PCPS a bid or "NO BID" may cause your name to be removed from our listing.

#### COMPLIANCE WITH LAWS:

The Bidder is responsible for compliance with all Local, State and/or Federal laws and regulations. Pulaski County Public Schools shall be held harmless from Bidder's failure to comply with any said laws and regulations.

#### AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA:

Any Bidder organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a 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 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with Pulaski County Public Schools pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. PCPS may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

#### ACCEPTANCE OR REJECTION OF BIDS:

Pulaski County Public Schools reserves the right to accept or reject any or all bids/offers. PCPS also reserves the right to award the Contract for any such materials, goods or services PCPS deems will best serve its interests. It further reserves the right to award the Contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of PCPS. PCPS reserves the right to make a site visit to the facility prior to bid award.

#### EVALUATION CRITERIA:

*Several factors, in addition to costs, will be taken into account when evaluating bids:*

- a. Company background, staffing and experience: The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- b. References: Provide five (5) references with contact names, companies and phone numbers. These references must be for firms who have purchased the same types of products and/or services.
- c. The quality of performance of previous contracts, products and/or services.
- d. Reporting capabilities.
- e. Company financial status: The sufficiency of the financial resources and the ability of the bidder to perform the contract.
- f. Bid Submission completeness and compliance with the specifications.

- g. Service and support offering: The ability, capacity and skill of the bidder to perform or provide the service. The ability of the bidder to provide future maintenance and/or service.
- h. Price: Pricing shall be a factor in evaluating the bids; however, Pulaski County Public Schools reserves the right to purchase other than low bid.
- i. The previous and existing compliance by the bidder with laws and policies relating to the contract.
- j. The quality, availability and adaptability of the goods and services.
- k. All samples are subject to product testing.
- l. Whether the bidder can perform the contract and provide service promptly.
- m. The ability of the bidder to respond to problems and concerns.
- n. Delivery
- o. Payment terms, including allowances for cash discounts for prompt payment provided that discount time period computation commences from and after complete delivery, in satisfactory condition, and receipt of a properly documented invoice.

#### FAILURE TO DELIVER:

In case of failure to deliver goods or services in accordance with the Agreement terms and conditions, PCPS, after due oral or written notice to Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. PCPS shall be entitled to offset such costs against any sums owed by PCPS to the Contractor. However, if public necessity requires the use of material or supplies not conforming to the specification, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by PCPS.

#### UNSATISFACTORY WORK:

If any work done, or materials, goods, or equipment provided, by the Contractor is unsatisfactory to PCPS, the Contractor shall, on being notified by PCPS in writing, immediately remove, at the Contractor's expense, such unsatisfactory work, material, goods or equipment and replace the same with work, material, goods or equipment satisfactory to PCPS. In the event the Contractor fails to, within fifteen (15) calendar days after receipt of written notice, correct improper or unsuitable work, material, goods or equipment, PCPS shall have the right, but not the obligation, to remove or replace the rejected work, material, goods or equipment at the expense of the Contractor. This

paragraph applies during the Agreement period and during any warranty period. At its discretion, PCPS shall be entitled to offset such expense against any sums owed by PCPS to the Contractor under this Agreement. If PCPS deems expedient not to require correction or replacement of the work which has not been done in accordance with the Agreement, an appropriate adjustment to price for the specific work performed, but not acceptable to PCPS may be made therefore.

#### TERMINATION WITH CAUSE/DEFAULT/CANCELLATION:

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

#### GOVERNING LAW:

This Invitation to Bid and any contract executed pursuant hereto of which this invitation shall an internal part shall be governed, controlled and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of Pulaski County, Virginia.

#### ETHICS IN PUBLIC CONTRACTING:

This Invitation To Bid incorporates, and any Contract entered pursuant to this Invitation To Bid shall incorporate, by reference all Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia Section 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia Section 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (Section 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

#### INDEMNIFICATION:

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify Pulaski County School Board, and all of its elected and appointed officials, officers, current and former employees, agents, departments and schools (collectively the "PCPS" for purposes of this section) from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Agreement Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Agreement. If, after notice by PCPS, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse PCPS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by PCPS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Agreement.

#### NON-DISCRIMINATION:

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law related 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 non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract of over \$10,000, so that the provisions will be binding on each subcontractor or vendor.

#### INSURANCE:

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any

SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his/or their employees; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his/or their employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting therefrom; and

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the laws of the Commonwealth of Virginia:

Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the



PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

The policies of insurance shall be purchased from a reputable insurer licensed to do business in Virginia and maintained for the life of the CONTRACT by the CONTRACTOR. Other insurance requirements include the following:

- a. The CONTRACTOR shall furnish Pulaski County Public Schools with the required certificates of insurance showing the insurer, type of insurance, policy number, policy term and limits.
- b. The required certificates of insurance shall contain substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered except after a thirty (30) day written notice has been received by the Director of Finance for Pulaski County Public Schools.
- c. The required certificates of insurance shall name Pulaski County Public Schools (PCPS), its officers, agents, volunteers, and employees as additional insureds except with regard to the worker's compensation and employer's liability coverages which shall contain a waiver of subrogation in favor of PCPS. Additional insured and waiver endorsements shall be received by PCPS from the insurer within 30 days of beginning of this contract.

Neither the CONTRACTOR nor any SUBCONTRACTOR shall commence WORK under this CONTRACT until the CONTRACTOR has obtained all the insurance policies required under this section and such insurance has been approved by Pulaski County Public Schools.

**FAITH-BASED ORGANIZATIONS:**

In accordance with Code of Virginia Section 2.2-4343.1, Pulaski County Public Schools does not discriminate against faith-based organizations in the performance of its procurement activity.

**ASSIGNMENT OF CONTRACT:**

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of Pulaski County Public Schools.

**AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that Pulaski County Public Schools shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

#### CONTRACT:

Any Contract resulting from this bid shall include the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Invitation to Bid, together with the bidders response.

#### CONFIDENTIALITY:

All student data is considered to be confidential under this Agreement as well as under the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. Section 1232g et seq., and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. All student data received by the Contractor shall be maintained by the Contractor in a secure location.

The Contractor shall maintain the confidentiality of documents designated as confidential by PCPS, unless withholding such information would violate the law or create the risk of significant harm to the public. The Contractor shall require of its Subcontractors similar agreements to maintain the confidentiality of information specifically designated as confidential by PCPS.

#### DRUG-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug-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 or marijuana is prohibited in violation 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 workplace; and (iv) include the provision of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

#### CERTIFICATE OF COMPLIANCE:

By signing and submitting a bid, the Contractor acknowledges that as a condition of any Contract awarded and prior to Notice of Award, the Contractor must certify that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor further acknowledges that such

certification shall be binding on the Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide immediate notice to Pulaski County Public Schools of any event which might render such certification untrue, including the arrest, indictment, or investigation of any individual providing such services. The Contractor agrees to fully document and provide this Certificate of Compliance prior to Notice of Award.

**PROPRIETARY INFORMATION:**

Ownership of all data, materials, and documentation originated and prepared for Pulaski County Public Schools pursuant to the Invitation to Bid shall belong exclusively to PCPS and be subject to public inspection in accordance with the Virginia Freedom Information Act. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Bidder must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form". In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Bid and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid.

## NOTICE OF PROPRIETARY INFORMATION FORM

Confidentiality References Protection in Accordance with the Code of Virginia §2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:**

Identify the data or other materials to be protected and state the reasons. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.