

INVITATION FOR BID

ISSUE DATE: July 8, 2021

IFB #: S-DJ-22300

TITLE: Remove Existing Tank and Furnish and Install Above-Ground Fuel Tank- Independent Hill

Unsealed Bids will be received until **July 28, 2021 @ 11:00 a.m.** for furnishing items and/or services described herein.

OPTIONAL PRE-BID: An optional Pre-Bid meeting will be held on July 15, 2021; 10:00 a.m., refer to Section 3.

Any Changes and/or Addenda to this solicitation will be posted on the PWCS Web site at <http://purchasing.departments.pwcs.edu/>. Bidders are responsible for checking this Web site prior to bid submission. *Failure to acknowledge all addenda may result in declaration of your bid as non-responsive.*

All inquiries for information regarding Bid Submission requirements or Procurement Procedures should be directed to:

Daemien Jones, CPPB, VCO, Senior Buyer
Phone: 703.791.8740, Fax: 703.791.8610, E-Mail: jonesdj@pwcs.edu

BIDS MUST BE SUBMITTED VIA EMAIL ONLY: Due to COVID-19, all bids must be submitted electronically via email to the following address at purchasing@pwcs.edu. In addition, the email address of the buyer administering this solicitation is required (jonesdj@pwcs.edu).

In the subject of the email, you must insert the solicitation number and title of the bid. The Purchasing Office will be retrieving the bids from a shared email box from the shared email address listed above. Failure to provide the submission as instructed may be cause for rejecting the bid submitted.

PWCS does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section [2.2-4343.1](#) or against any Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In Compliance With This Invitation For Bid and To All The Conditions Imposed Herein, The Undersigned Offers and Agrees To Provide The Goods/Services At The Prices Indicated In The Pricing Schedule.

Name And Address Of Firm:

		Date:	
		By:	
			Signature In Ink
			Print/Type
Telephone:			Title
Fax:		E-Mail Address:	
VA Contractors Class A License # _____		This Solicitation Requires State Corporation Commission (SCC) ID # (This is not your Tax ID Number) Refer to Section 8.1	

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1. **PURPOSE:** The Purpose and Intent of this Invitation for Bid (IFB) is to establish a firm fixed price contract with one (1) qualified source to Remove Existing Tank, Furnish and Install Aboveground Fuel Storage Tank at Independent Hill for Prince William County Public Schools, herein referred to as PWCS, in accordance with the specifications, terms and conditions stated herein.
2. **BACKGROUND:** Prince William County Public Schools is located 35 miles southwest of Washington, D.C. and 80 miles north of Richmond, Virginia. The county encompasses 348 square miles and stretches from the Potomac River to the Bull Run Mountains.

PWCS enrollment on September 30, 2020 was 89,076 pupils, making it the second largest of 138 school divisions in the Commonwealth of Virginia. The school division is growing at the rate of more than 1,000 students per year. There are currently 61 elementary schools, 16 middle schools, 12 high schools, 3 traditional schools, 1 non-traditional school, 1 special education school and 1 preschool.

3. **OPTIONAL PRE-BID CONFERENCE:** An Optional Pre-Bid meeting will be held onsite July 15, 2021@ 10:00 a.m. at Independent Hill fueling site, 14800 Joplin Road, Manassas, VA 20112. Bidders shall meet at fuel island, which is located just past the main entrance guard house. The purpose of this conference is to allow potential bidders opportunity to visit the site, present questions and obtain clarification relative to any facet of this solicitation.
4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER:** The following employees of PWCS are identified to use all powers under the contract to enforce its faithful performance:
 - 4.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Daemien Jones, CPPB, Senior Buyer
Phone: 703.791.8740, E-Mail: jonesdj@pwcs.edu

- 4.2. **PROJECT MANAGER:** The following individual shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

Wayne J. French, *Administrative Coordinator*, Office of Facilities Services
703-791-7205 office, frenchwj@pwcs.edu

5. **MANDATORY CONTRACTOR QUALIFICATIONS/SUBMITTALS:** The following mandatory qualifications for this contract are outlined below. **Bidders should provide proof of each qualification listed below with their bid response. Failure to provide all information below may result in declaring the bid as non-responsive**
 - 5.1. Submittals for all equipment specified in this document, as well as standard equipment that is supplied with the tank, are required to be submitted and approved prior to ordering the tank. Ordering without PWCS approval is at the installer's risk and solely their decision and will not obligate PWCS in any way.
 - 5.2. Contractor shall possess a Virginia **Class A** Contractor's License, **Highway/Heavy Classification (H/H)**, and shall indicate on Cover Page.
 - 5.3. Contractor shall provide installers STI certification proving that they are qualified to install the tank specified.

5.4. Letter from the Steel Tank Institute that the physical tank manufacturer is a member and in good standing.

6. **WORK COMPLETION:** It is the intent of PWCS to make an award no later than July 30, 2021. Actual on-site work is to be scheduled and coordinated with the Project Manager. The site will be available for work completion during the hours 7:00 a.m. to 4:00 p.m. Monday through Friday. Work outside these hours shall be arranged through the Project Manager. The Contractor shall have all work substantially completed no later than October 20, 2021 and shall have the tank fully operational and all punch list items completed for final completion date of no later than October 27, 2021.

7. **SCOPE OF CONTRACT:** Contractor shall remove and dispose of an existing Ecovault 6,000 gallon 11' diameter, 14' long, concrete-jacketed gasoline aboveground storage tank, as well as supply and install one (1) new replacement 6,000-gallon aboveground, double-wall steel tank, as described below. The tank shall be manufactured in conformance with Underwriters Laboratories UL-2085 specifications and labeled as such.

7.1. **BASIS OF DESIGN:** Highland Tank 6000-Gallon Capacity Aboveground Horizontal Rectangular Fireguard® UL-2085 Thermally Insulated, Double-Wall Steel Storage Tank

Nominal Capacity: 6000-gallons, as indicated on drawing.

<u>Nominal Tank Dimensions</u>	<u>Width</u>	<u>Height</u>	<u>Length</u>
Primary Tank:	10-feet, 10-inches	5-feet, 5-inches	13-feet, 9-inches
Secondary Tank:	11-feet, 4-inches	6-feet, 0-inches	14-feet, 4-inches

Minimum Steel Thickness: Primary Tank: 1/4-inch Secondary Tank: 1/4-inch

7.1.1. Tank shall be manufactured, tested, and labeled in conformance with Underwriters Laboratories' UL-2085 Standard for Protected Aboveground Tanks for Flammable and Combustible Liquids, Double-wall Construction. Tank shall be manufactured and labeled in strict accordance with Steel Tank Institute (STI) Fireguard® Thermally Insulated, Double Wall Steel Aboveground Storage Tank standards as applied by a licensee of the STI. Tank shall be subject to the STI's Quality Assurance program and shall be backed by the STI 30-year limited warranty.

7.1.2. Tank shall be a rectangular, horizontal, steel tank intended for the storage of flammable and combustible liquids at atmospheric pressure. Tank shall include integral steel secondary containment and thermal insulation that provides a minimum two-hour fire rating. The tank design shall comply with UL-2085 Protected Tank standard having been tested for Ballistics, Impact, Hose Stream, and Pool Fire performance standards. Tank shall be designed for possible relocation at a future date. Concrete encased tank designs are not equal and will NOT be permitted.

7.1.3. Inner (primary) and outer (secondary) tanks shall be fabricated from mild carbon steel with flat-flanged heads, and lap-welds at all seams and joints. Primary and secondary tanks are air tested at the factory. (Primary tank may need to be retested for tightness at the jobsite prior to commissioning. Consult Prince William County Building Development/Fire Marshall for requirements.) Tank shall be supplied with emergency vents for the primary and the secondary containment tanks. Emergency venting by "form of construction" is not equal and will NOT be permitted.

7.1.4. Tank shall comply with the 2012 edition of National Fire Protection Association NFPA 30 Flammable and Combustible Liquids Code. The tank system shall also meet, or exceed, the requirements of:

- 2015 Virginia Construction Code
- 2015 Virginia Statewide Fire Prevention Code "Protected" AST criteria as per code, including ballistics protection

7.2. CONSTRUCTION

7.2.1. Tank shall be of double-wall construction and provide complete secondary containment of the primary storage tank's contents by an impervious steel outer wall. Inner and outer tanks shall be manufactured in accordance with UL-142 Standard for Steel Aboveground Tanks for Flammable and Combustible Liquids, as referenced in UL-2085. Tank shall be fabricated of mild carbon steel with shell seams of continuous lap weld construction.

7.2.2. Tank shall have a minimum of 3" of porous, lightweight monolithic thermal insulation material that shall be installed at the factory within the interstitial space between the inner and outer wall.

7.2.3. Thermal insulating material:

7.2.3.1. Shall be in accordance with American Society of Testing Materials (ASTM) Standards C-332 and C-495.

7.2.3.2. Shall allow liquid to migrate through it to the monitoring point.

7.2.3.3. Shall not be exposed to weathering and shall be protected by the steel secondary containment outer wall (an exterior concrete wall or vault exposed to the elements will NOT be permitted).

7.2.4. Tank shall be delivered as a complete UL-listed assembly including the following fittings and components: (All fittings NPT or flanged, shall be supplied with plastic protectors for shipment):

7.2.4.1. Fittings for normal vent, interstitial monitoring, emergency vent for primary tank, emergency vent for secondary tank, product fill, product pump/supply and liquid level gauge.

7.2.4.2. All fittings must be located above the maximum fluid level per UL-2085/STU Fireguard requirements.

7.2.4.3. Normal vent sizes are equal to, or larger than, the largest fitting to be used for fill or withdraw from the tank.

7.2.4.4. Emergency vent size is based on the wetted surface area of the tank.

7.2.4.5. Both vents are to be shipped separately, and installed on-site by the installer, and shall be part of the bid.

7.2.4.6. Visual liquid level gauge supplied and installed.

- 7.2.4.7. See attached sketch for locations of connections on the existing tank.
- 7.2.5. Tank shall have W4 x 13# Beams welded to tank bottom - Design, quantity and location determined per STI specifications
- 7.2.6. Tank shall include lifting lugs provided at balancing points to facilitate handling and installation.
- 7.2.7. Tank shall include Exterior Protective Coating:
- 7.2.7.1. Surface Preparation: Grit blast - SSPC-SP-6 White Blast
- 7.2.7.2. Finish: White epoxy paint system, 2 coats 5-7 DFT on the shell and heads.
- 7.2.8. Grounding lug/point for code is required. Grounding as defined below.
- 7.3. **TANK SHALL HAVE ADDITIONAL INCLUDED EQUIPMENT (shipped and installed as part of bid)**
- 7.3.1. One (1) 24" manway, as shown on the attached drawing, with gasket, bolts, nuts, washers and lid.
- 7.3.2. One (1) ships ladder, for tank top access, installed as shown on the attached drawing.
- 7.3.3. One (1) code approved overfill protection valve. Ball floats/valves are not acceptable.
- 7.3.4. One (1) code approved anti-siphon device
- 7.3.5. One (1) interstitial sensor and wire (at least two copper twisted pairs, continuous, no splices) from the tank to the Veeder Root TLS350 panel located in the auto garage repair bay, (approximately 200'), of the appropriate type, provided, installed, and connected. Veeder Root reprogramming to accept and recognize this sensor to be part of the bid.
- 7.3.6. Standard tank fittings, as shown on the attached drawing, are sufficient for connection of existing needs.
- 7.4. **EXECUTION**
- 7.4.1. The existing tank will need to be removed and the new tank set in the same location. The Contractor shall need to use a crane, or they shall remove the protective bollard(s) (and reinstall them after tank removal and new tank placement), which will then allow them to rig out the tank. A crane will still be necessary to move both the old and the new tanks onto and off a trailer. Either method is allowable, however, all cost shall be included as part of the bid.
- 7.4.2. Contractor shall empty existing tank, and properly dispose of any remaining gasoline pumped out, any vapors purged from the interior, the interior cleaned and vacuumed, and the tank disposed of at a DEQ approved facility. A bill of lading and disposal confirmation from the disposal facility will be required as a

part of the close-out documents, and prior to final payment. All existing piping and electrical connections are to be preserved and reused, and field adjusted to meet the new tank configuration. All field modifications of piping, conduit, wiring, etc. shall be included in the bid, including labor, materials, programming, etc.

- 7.4.3. Contractor shall set and level the new tank on a solid foundation of reinforced concrete constructed by the owner.
- 7.4.4. Contractor is responsible to remove, protect, and/or store and reuse all existing equipment, (STP, level gauge wiring, and all others shown on the attached sketch.)
- 7.4.5. Contractor shall provide installation and testing in strict accordance with STI's Fireguard® installation instructions. Work shall only be performed by a licensed installer, certified by STI to install Fireguard tanks. Installer's STI certification shall be included as part of the submittal package.
- 7.4.6. Contractor shall be responsible for the supply and installation of two (2), eight (8) foot long copper ground rods, driven into the ground, as required by the code, at each end of the tank and joined by an insulated, direct bury rated conductor, of at least 6 gauge copper wire, and securely attached to the base of the tank at the factory provided tank grounding location. Ground wire shall be clamped to each rod with an approved, code compliant brass clamp. All connectors, rods, wire, fittings, etc. shall be included. The area surrounding the tank is all asphalt, and as such, the ground rod locations, as well as the connecting wire path, will have to be saw cut and the area is to be restored to match existing, or as directed by the Owner's representative.
- 7.4.7. Contractor shall provide all piping and conduit rerouting necessary to connect the existing piping and conduits to the new tank, including labor and materials.
- 7.4.8. Contractor shall be responsible for the application, payment, and successful securing of the necessary permits from the Prince William County Building Development Department, prior to construction. A copy of the issued permit must be submitted to the PWCS Project Manager prior to the commencement of work. Installer shall be responsible for all required inspections and the submission of all copies to the PWCS Project Manager. A final inspection report must be submitted and acknowledged by the PWCS Project Manager prior to final acceptance and payment.
- 7.5. **LABELING:** The Contractor shall provide and install the following labeling, as well as such other may be required by the Authority Having Jurisdiction (AHJ), once the tank is set in place:
 - 7.5.1. Label identifying contents as Gasoline
 - 7.5.2. Appropriate NFPA Diamond
 - 7.5.3. Danger/Warning sign stating, no smoking, matches, or open lights
 - 7.5.4. DOT labeling
 - 7.5.5. All labeling is to be weather-resistant vinyl, with self-adhesive backing.
- 7.6. **PROJECT CLOSE OUT DOCUMENTS:** Contractor shall provide one (1) electronic copy of

all the following:

- 7.6.1. All O & M manuals
- 7.6.2. Manufacturer's literature and/or cut sheets on major system components.
- 7.6.3. All Warranties
- 7.6.4. A list of points of contact for warranty and service issues.
- 7.6.5. Copies of all permits and inspections.

8. SPECIAL TERMS AND CONDITIONS:

- 8.1. **AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH:** Any Bidder registered or organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity as described in the Code of Virginia [§ 2.2-4311.2](#). The proper legal name of the firm or entity, form of the firm (i.e. corporation, limited partnership, etc.) and the identification number issued to the Bidder by the State Corporation Commission must be written in the space provided on the bid submission form (cover page), Pricing Schedule, and Vendor Information Form. Any Bidder not required to be authorized to transact business in the Commonwealth of Virginia shall include in its proposal a statement/documentation from their legal counsel describing why the Bidder is not required to be registered. Failure of a prospective and/or successful Bidder to provide such documentation shall be grounds for rejection of their proposal. For further information, refer to the Commonwealth of Virginia State Corporation Commission Web site at: www.scc.virginia.gov. Any falsification or misrepresentation contained in the statement submitted by the Bidder pursuant to the Code of Virginia [§ 2.2-4311.2](#), Code of Virginia, Title 13.1 or Title 50 may be cause for debarment by PWCS.
- 8.2. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that PWCS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
- 8.3. **AWARD OF CONTRACT:** The award will be made to the lowest responsive and responsible Bidder based on a Total Lump Sum Amount as indicated in the Pricing Schedule, Section 9. PWCS reserves the right to make a separate award for each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of PWCS. PWCS reserves the right to reject any or all bids, in whole or in part, to waive any informality and to delete items prior to making the award, whenever it is deemed in the sole opinion of PWCS to be in its best interest.
- 8.4. **BID BOND GUARANTEE (For Bids Exceeding \$100,000):** Each bid shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the bid, which shall be certified check, cash escrow or a bid bond payable to Prince William County Public Schools. The sureties of all bonds shall be of such surety company or companies as are approved by the State and are authorized to transact business in the Commonwealth of Virginia. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw such bid during the period of sixty (60) days following the opening of bid; that if such bid is accepted, the bidder will accept and perform under the terms of the Invitation for Bid. The bid guarantee will be returned upon award of contract.
- 8.5. **BID PRICES:** Bids prices shall be in the form of a firm fixed lump sum amount, in accordance with the specifications and terms and conditions identified herein. All prices shall include all direct and indirect costs such as travel, mileage, disposal fees, permits,

profit and overhead, supervision, etc.

- 8.6. **CERTIFICATE OF COMPLIANCE:** By signing and submitting a bid, the Bidder acknowledges that as a condition of any Contract awarded and prior to Notice of Award, the Bidder/ 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. Bidder further acknowledges that such certification shall be binding on the Bidder/Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide immediate notice to PWCS of any event which might render such certification untrue, including the arrest indictment, or investigation of any individual providing such services. **The successful Bidder agrees to fully document and provide this Certificate of Compliance (Attachment B) prior to Notice of Award.**
- 8.7. **CLEANING OF SITE:** The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed. The Contractor shall remove daily all waste materials, rubbish, tools, equipment, machinery, and surplus materials from and about the job, and the Contractor shall clean all building surfaces and leave the work area "broom clean".
- 8.8. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by the Bidder within any twelve-month period is seven hundred fifty thousand dollars (\$750,000) or more, the Bidder is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR. :
- 8.8.1. Licensed Class A Virginia Contractor Number: _____
- 8.8.2. Specialty: Highway/Heavy
- If the Bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to PWCS in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.
- If a Bidder shall fail to obtain the required license prior to submission of his/her bid, the bid shall not be considered.
- 8.9. **COORDINATION OF WORK:** The Contractor shall plan and coordinate all work through the Project Manager.
- 8.10. **EXTRA CHARGES NOT ALLOWED:** The bid prices shall be for the complete delivery, ready for PWCS use, and shall include all applicable freight charges; extra charges will not be allowed for shipment to multiple locations.
- 8.11. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized PWCS representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

8.12. GUARANTEE OF WORK:

- 8.12.1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects to materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by PWCS in writing
- 8.12.2. If, within the guarantee period, defects are noticed by PWCS which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of PWCS rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms on the contract, then the Contractor shall promptly upon receipt of notice from PWCS, such notice being given not more than two weeks after the guarantee period expires, and without expense to PWCS:
- 8.12.2.1. Place in satisfactory condition all such guaranteed work and correct all defects therein;
- 8.12.2.2. Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and
- 8.12.2.3. Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.
- 8.12.3. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under the contract, he shall restore such work to a condition satisfactory to PWCS and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- 8.12.4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, PWCS may have the defects corrected and the Contractor shall be liable for all expense incurred.

8.13. INSTALLATION: All work and/or equipment shall be assembled, operational, and fully completed, ready for PWCS use.

8.14. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, that it will maintain these during the entire term of the contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, PWCS reserves the right to require the Contractor to furnish certificates of insurance for the coverage required by PWCS and the Commonwealth of Virginia as indicated below:

- 8.14.1. Worker's Compensation - Statutory requirements and benefits.
- 8.14.2. Employer's Liability - \$100,000.
- 8.14.3. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, and

where applicable to the project (as determined by PWCS), Products and Independent Contractors. The general aggregate limit shall apply to this project. **Prince William County School Board is to be named as an additional insured with respect to the services being provided.**

8.14.4. Automobile Liability - \$1,000,000 per occurrence.

8.15. LIQUIDATED DAMAGES: A clause will be inserted in the Contract between PWCS and Contractor to the effect that, from the compensation otherwise to be paid, the PWCS may retain the sum of **Five hundred** Dollars (\$500.00) for each calendar day beyond the substantial completion date stipulated in the Contract, that the Work is not completed. Once substantial completion has been awarded by PWCS, five (5) days will be allowed for the Contractor to complete any remaining "punch list" items. If these items are not completed within the allotted time, then the PWCS may retain the sum of **Five hundred** Dollars (\$500.00) for each calendar day beyond the allotted time the work is not completed. These sums shall not be considered as a penalty, but as a sum mutually agreed upon as the ascertained damages suffered by the PWCS because of the delay.

PWCS may also recover from the Contractor the cost to complete the work not performed by the Contractor, damages for work performed by the Contractor but not in accordance with the Contract Documents, whether or not the Owner has corrected the work, and any other non-delay related damages and costs.

8.16. MEETINGS AND ADMINISTRATION:

8.16.1. Pre-construction meeting will be scheduled to be held within fourteen (14) working days after PWCS has issued the Notice to Proceed. Provide attendance by authorized representatives of the Contractor and Subcontractors.

Minimum Agenda:

8.16.1.1. Channels of Communications;

8.16.1.2. Construction Schedule;

8.16.1.3. Processing of Submittals, etc.;

8.16.1.4. Procedures for safety, security, quality control and related matters.

8.16.2. Project meetings will be held when necessary as established by PWCS.

8.17. METHOD OF ORDERING:

8.17.1. Prince William County Schools (PWCS) may use three (3) different methods of placing orders from the final contract: Delivery Orders (DO's), Purchase Orders (PC's, PD's and CT's), and approved PWCS procurement cards (encouraged).

8.17.2. Procurement Card Orders and payments may be made by the use of a Prince William County Schools "Procurement" and/or "Single Use" Card. The Procurement and/or Single Use Card is currently a Master Card. Contractors are encouraged to accept this method of order and payment.

8.17.3. Contractors willing to accept PWCS procurement cards should check the box

on the Pricing Schedule

- 8.18. METHOD OF PAYMENT: The Contractor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized PWCS official, upon satisfactory completion of delivery and/or installation. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. The School Board reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

due
same

In any contract resulting from this IFB, the contractor shall be paid 95% of the amount of each progress payment, with the remaining 5% being retained to assure faithful performance of the contract. All amounts withheld shall be included in the final payment. Any subcontract which provides for similar progress payments shall be subject to the limitations.

- 8.19. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared by the Contractor for PWCS pursuant to this solicitation and any resulting contract shall belong exclusively to PWCS and be subject to public inspection in accordance with the Virginia Freedom of Information Act.
- 8.20. PERFORMANCE AND PAYMENT BONDS (For Bids Exceeding \$100,000): The successful Bidder(s) shall deliver to the Purchasing Office an executed AIA Form and Document A312 Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with Prince William County Public Schools as obligee. The surety shall be a surety company or companies approved by the Virginia State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the PWCS Purchasing Office.
- 8.21. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 8.22. PRODUCT INFORMATION: The Bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts, and specifications with the bid to enable PWCS to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered nonresponsive. It will not be the responsibility of PWCS to determine which products are being offered from the vendors catalog or cut sheet, if it is not clearly identified.
- 8.23. PROTECTION OF PERSONS AND PROPERTY:
- 8.23.1. The Contractor expressly undertakes, both directly and through its Subcontractor(s), to take every precaution at all times for the protection of persons and property, including PWCS' employees and property.
- 8.23.2. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- 8.23.3. The Contractor shall continuously maintain adequate protection of all his work

from damage and shall protect PWCS' property from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of PWCS. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.

- 8.23.4. In an emergency affecting the safety or life of individuals, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from PWCS, is hereby permitted to act, at its discretion, to prevent threatened loss or injury, be instructed or authorized to act by PWCS, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the contract.
- 8.24. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Purchasing Office. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Purchasing Office the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 8.25. USE OF PREMISES AND REMOVAL OF DEBRIS:
- The Contractor shall expressly undertake, either directly or through its Subcontractor:
- 8.25.1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises, at the location of the work, or with the work of any contractor;
- 8.25.2. To store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of PWCS or any other Contractor.
- 8.25.3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- 8.25.4. To effect all cutting, filling, or patching of its work required to make the same conform to the plans and specifications, and except with the consent of PWCS Project Manager, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or by excavation; and
- 8.25.5. To clean up daily all refuse, rubbish, scrap materials and debris caused by its operation, or as necessary so that at all times the area of the work presents a safe, neat, orderly, and workmanlike appearance.
- 8.26. WARRANTY: Except as otherwise specified, all materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of substantial completion. Should any defect be noted by PWCS, the Purchasing Office will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not

require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to PWCS and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the cost occasioned thereby or obtain an equitable adjustment in the contract price. PWCS shall take possession of all installed equipment manufacturers' warranties as part of the close-out procedure.

- 8.27. WORK SITE DAMAGES: Any damage to existing facilities or equipment resulting from the performance of this contract shall be repaired to PWCS' satisfaction at the Contractor's expense. Damages to existing utilities, such as underground utilities, or conduit for utilities shall be the responsibility of the Contractor. Back-charging for the damage may be necessary.

The Contractor is required to call the Virginia One Call Utility Center a minimum of seventy-two (72) hours prior to digging. Failure to do so will result in liquidated damages being assessed and appropriate disciplinary action taken, which may include reporting to the Virginia Department of Occupational and Professional Regulation.

PRINCE WILLIAM COUNTY SCHOOLS
GENERAL TERMS AND CONDITIONS
(Revised 6/23/2021)

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

AUTHORITY

1. The Supervisor of Purchasing has been delegated authority for issuance of invitations to bid, request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.

2. DEFINITIONS

BID: The offeror or a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Supervisor of Purchasing and offering to into contracts with PWCS. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by PWCS.

INVITATION FOR BID (IFB) A request which is made to prospective suppliers (bidders) for their quotation on goods and services desired by PWCS. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

SUPERVISOR OF PURCHASING: The Supervisor of Purchasing is delegated authority by PWCS School Board to carry out all procurement functions on behalf of the school division.

REQUEST FOR PROPOSAL (RFP): A request for an offer prospective offers which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

SOLICITATION: The process of notifying prospective bidders that PWCS wishes to received bids on a set of requirements to provide goods or services. The notification of PWCS requirements may consist of public advertising (PWCS website or other electronic notifications), of notices of solicitations, Invitations for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an informal solicitation to include telephone call to prospective bidders.

CONDITIONS OF BIDDING

3. **ACCEPTANCE OF BIDS/OFFERS BINDING 90 DAYS:** Unless otherwise specified in the IFB or RFP, all formal bids/offers submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties. Additionally, PWCS may purchase additional quantities at the original firm fixed delivered unit prices for (90) ninety days after date of award.
4. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site at <http://purchasing.departments.pwcs.edu/>.
5. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by PWCS. No responsibility will attach to the Supervisor of Purchasing or his/her representative(s) for the premature opening of a bid

not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the PWCS.

6. **BID OPENING:** All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection. The Supervisor of Purchasing representative(s) assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the PWCS website at: www.pwcs.edu/departments/purchasing/bid_tabulations.
7. **OPEN PRICING RECORDS:** The classification of line item prices and/or bid prices as proprietary information or trade secrets is not acceptable. All bid prices will be read aloud at the public bid opening and posted on the PWCS Purchasing website. Any bidder who designates bid prices as proprietary information or trade secrets will be given 48 hours to withdraw this designation. If it is not withdrawn, their bid will be rejected. See [§ 2.2-4343](#) of the Code of Virginia.
8. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price times the number of units will govern. Erasures and changes in bids must be initialed by the bidder. Carelessness in quoting prices, omitting portions of the work from the calculations, or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot otherwise be corrected except as provided in paragraph 14 below, and the bidder will be required to perform if their bid is accepted.
9. **LATE BIDS/PROPOSALS:** To be considered for selection, bids/proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Purchasing Office. Bids/proposals received in the Purchasing Office after the date and hour designated are non-responsive, automatically disqualified and will not be considered. PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder to ensure that his/her bid/proposal reaches the Purchasing Office by the designated date and hour.
10. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official PWCS form provided for that purpose may be cause for rejection of the bid/proposal. Return of this complete solicitation document is required. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the bid/proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid/proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.
11. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS are strongly encouraged to

register on-line at

<https://www.pwcs.edu/cms/One.aspx?portalId=340225&pageId=671379>.

12. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by PWCS; or (ii) are omitted by PWCS from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.

If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Supervisor of Purchasing or his/her representative(s) at least five (5) days prior to the date set for the opening of bids. If necessary, the Supervisor of Purchasing or his/her representative(s) will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
13. **PROHIBITION AGAINST UNIFORM PRICING:** The Supervisor of Purchasing encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement prescribed by the Virginia Public Procurement Act and PWCS policies and regulations. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.
14. **WITHDRAWAL OF BIDS OR PROPOSALS:** A bid/proposal may be amended and/or withdrawn by a bidder or offeror if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the bid/proposal. Submission of a subsequent bid/proposal, unless specifically identified as an additional bid, shall constitute the withdrawal of any prior one submitted by the same bidder or offeror on the same Invitation for Bid/Request for Proposal.

Withdrawal of bids/proposals after opening is governed by [Code of Virginia § 2.2-4330](#). The Bidder shall give notice in writing of his/her claim of right to withdraw his/her bid/proposal within two business days after the conclusion of the bid opening or receipt of proposals procedure, and shall submit original work papers with such notice.
15. **DEBARMENT STATUS:** By submitting their bid/proposal, the Bidder certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Bidder an agent of any person or entity that is currently so debarred.
16. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid/proposal, Bidders/Offerors certify that their bid/proposal is made without collusion or fraud and that they have not

offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction 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.

SPECIFICATIONS

17. **QUESTIONS CONCERNING SPECIFICATIONS:** Any information relative to interpretation of specifications and drawings shall be requested of PWCS in writing, in ample time before the opening of bids. No inquiries if received by PWCS on or after the fifth day before the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by PWCS, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than 4:30 p.m. local time on the third day before the date set for receipt of bids. Oral answers will not be authoritative.
18. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder shall contact the Buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by a written addendum issued by the Purchasing Office
19. **USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which PWCS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable PWCS to determine if the product offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID/PROPOSAL WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID/PROPOSAL NON-RESPONSIVE.** Unless the Bidder clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
20. **NO SUBSTITUTES:** When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is

made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

21. **QUALIFICATIONS OF BIDDERS/OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. PWCS further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy PWCS that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
22. **TESTING AND INSPECTION:** PWCS reserves the right to conduct any test or inspection it may deem advisable to ensure products/services conform to the specification.

AWARD

23. **DEFINITE BID QUANTITIES:** Where definite quantities are specifically stated, acceptance will bind PWCS to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, PWCS will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Supervisor of Purchasing with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
24. **REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind PWCS to pay for, at unit bid prices, only quantities ordered and delivered. Where PWCS specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.
25. **AWARD OR REJECTION OF BIDS/OFFERS:** The Supervisor of Purchasing shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of PWCS to accept it. Awards made in response to an RFP will be made to the highest qualified offeror whose proposal is determined in writing to be the most advantageous to PWCS taking into consideration the evaluation factors set forth in the RFP. The Supervisor of Purchasing reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of PWCS. Award may be made to as many bidders/ offerors as deemed necessary to fulfill the anticipated requirements of PWCS. The Supervisor of Purchasing also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. The quality of performance of previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. The quality, availability and adaptability of the goods or services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. The number and scope of the conditions attached to the bid;
 - j. Whether the bidder is in arrears to PWCS on debt or contract or is a defaulter on surety to PWCS or whether the bidder's PWC taxes or assessments are delinquent; and
 - k. Such other information as may be secured by PWCS Supervisor of Purchasing having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the PWCS Supervisor of Purchasing shall so notify that bidder and shall have recorded the reasons in the contract file.
26. **TIE BID:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), the PWCS Supervisor of Purchasing shall award the contract to the tie bidder providing goods produced in Virginia or goods, services or construction provided by Virginia persons, firms or corporations. If there are more than one such tie bid, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible Virginia bidders. If there are no responsive and responsible Virginia bidders, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible

bidders. The decision of PWCS to make award to one or more such bidders shall be final.

27. **PRECEDENCE OF TERMS:** PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:
- The Notice of Award or Purchase Order/Contract (highest precedence),
 - Addenda,
 - Specifications and drawings,
 - The signed bid/proposal submitted by the Contractor,
 - Invitation for Bid/Request for Proposal,
 - Any Special Terms and Conditions,
 - These General Terms and Conditions (lowest precedence).
28. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the [Purchasing Web site](#) for a minimum of 10 calendar days except in emergencies.
29. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Invitation For Bid/Request for Proposal, the signed bid/proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, and the listed specifications and drawings, if any, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or Procurement Card.
30. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.

CONTRACT PROVISIONS

31. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, the Bidder certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and the Code of Virginia [§2.2-4311](#). In every contract over \$10,000 the provisions in 31.1 and 31.2 below apply:

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

- 31.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except

where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 31.2 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.
- 31.3 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.
- 31.4 The Contractor will include the provisions of 20.1, 20.2 and 20.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
32. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PWCS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by PWCS under said contract.
33. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.
34. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS.
35. **CHANGES TO THE CONTRACT:** PWCS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract to include, but not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give PWCS a credit for any resulting savings. Additionally, an increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
36. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
37. **MODIFICATION OF CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Prince William County School Board. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Supervisor of Purchasing:
- The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.
- The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
- The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PWCS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PWCS and the Contractor.
38. **PRICE REDUCTION:** If at any time after the date of the bid/proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PWCS of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PWCS.
39. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.

40. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, PWCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:
- 40.1 If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- 40.2 Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.
41. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of PWCS. Any such termination shall be affected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
42. **COOPERATIVE PURCHASING:** PWCS may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's

contract even if it did not participate in the request for proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

- 42.1 It is the Contractors responsibility to notify the public body(s) of the availability of the contract.
- 42.2 Each public body has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- 42.3 PWCS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.
43. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:
- 43.1 Provide a drug-free workplace for the Contractor's employees.
- 43.2 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 the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 43.3 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- 43.4 Include the provisions 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 section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

44. **PLACING OF ORDERS:** Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Supervisor of Purchasing or their designee.

DELIVERY/PAYMENT PROVISIONS

45. **FUNDING:** The obligation of PWCS to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the PWCS School Board to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and PWCS will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. PWCS will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the PWCS School Board. However, PWCS's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
46. **POINT OF DESTINATION:** All materials shipped to PWCS must be shipped FOB DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
47. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.**
48. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.), then the Bidder, by submitting his/her bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.
49. **MATERIAL SAFETY DATA SHEETS:** Material and Safety Data Sheets shall be provided in English, and if available, Spanish within two (2) business days upon request for each chemical and/or compound offered. Failure on the part of the Contractor to submit such data sheets may be cause for declaring the Contractor in default. discounts for payment in less than 30 days.
50. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED:** Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by PWCS. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, PWCS may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the PWCS's own property.
51. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. PWCS reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
52. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
53. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.
54. **PAYMENT TO SUBCONTRACTORS:**
- 54.1 A Contractor awarded a contract under this solicitation is hereby obligated to:
- 54.1.1 Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- 54.1.2 Notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
- 54.2 Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- 54.3 The provisions of 54.1 through 54.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to

be an obligation of PWCS or any participating jurisdiction.

55. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of [PWCS Sales and Use Tax Certificate Exemption](#) is posted on the PWCS Web site.

GENERAL

56. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

57. **GENERAL GUARANTY:** Contractor agrees to:

- 57.1. Save PWCS, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- 57.2 Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- 57.3 Protect PWCS against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- 57.4 Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- 57.5 Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of PWCS.
- 57.6 Protect PWCS from loss or damage to PWCS owned property while it is in the custody of the Contractor.

58. **SERVICE CONTRACT GUARANTY:** Contractor agrees to:

- 58.1 Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that PWCS may reduce the said services at any time.

- 58.2 Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.

- 58.3 All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable government rules, regulations, methods, and procedures.

- 58.4 Allow services to be inspected or reviewed by an employee of PWCS at any reasonable time and place selected by PWCS. PWCS is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

- 58.5 Stipulate that the presence of a PWCS Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Supervisor of Purchasing.

59. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

60. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PWCS as herein provided.

61. **NON-LIABILITY:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the

Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.

62. OFFICIAL NOT TO BENEFIT:

62.1 Each Bidder certifies by signing a bid/proposal that, to the best of his/her knowledge, no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid/proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.

62.2 Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the bid/proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

62.3 In the event the Bidder/Offeror has knowledge of benefits as outline above, this information should be submitted with the bid/proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder/Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20108. The Invitation For Bid/Request for Proposal number shall be referenced in the disclosure.

63. VIRGINIA FREEDOM OF INFORMATION ACT: Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.

63.1 Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

63.2 Any Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, except in the event that PWCS decides not to accept any of the bids and to re-solicit. Otherwise, bid records shall be open to public inspection only after award of the contract.

63.3 Bids and proposal records shall be open to the public only after award.

63.4 Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event PWCS decides not to accept any of the proposals and to resolicit.

63.5 Trade secrets or proprietary information submitted by any bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the bidder, offeror, or Contractor invokes the protection of Code of Virginia section [2.2-4342 F](#), in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary.

63.6 Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular bid/offer was not deemed to be the most advantageous to PWCS.

64. INCLEMENT WEATHER: Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

CODE GREEN: All PWCS schools are closed. Administration offices are opened.

CODE RED: All PWCS schools are closed. Administration offices are closed.

64.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.

64.2 In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.

64.3 In the event that PWCS closes on a CODE RED, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.

BIDDER/CONTRACTOR REMEDIES

65. DELIVERY/SERVICE FAILURES: Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by PWCS, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by PWCS, shall constitute grounds for PWCS to "Cover" by purchasing in the open market articles or services of comparable grade or quality to replace the services or articles rejected or not delivered. On all such purchases, the Contractor shall

reimburse PWCS, within a reasonable time specified by PWCS, for any expense incurred in excess of contract prices, or, in PWCS's sole discretion, PWCS shall deduct the cost of Cover from any amounts due to Contractor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, PWCS reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by PWCS.

66. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of act including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim 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. Pending claims shall not delay payment of amounts agreed due in the final payment.

67. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Supervisor of Purchasing no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Supervisor of Purchasing shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken. Any offeror may protest the award or decision to award a contract by submitting a protest in writing to PWCS, or an official designated by PWCS, no later than ten (10) calendar days after the award or the announcement of the decision to award, whichever occurs first.

67.1 If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of

Purchasing shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

67.2 Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

67.3 An award need not be delayed for the period allowed a Bidder to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire

68. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Bidder or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.

69. **FORCE MAJEURE EVENT:** If an event that is beyond the reasonable control of a Party and cannot be prevented with reasonable care of the affected Party, including but not limited to natural disasters, war and riot, provided that, any shortage of credit, capital or finance shall not be regarded as an event beyond the reasonable control of a Party. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, the affected Party shall not be liable for any obligations hereunder only for such delayed or prevented performance. The affected Party who seeks to be exempt from the performance obligation under this Agreement or any provision hereof shall inform the other Party, without delay, of the exemption of obligation and the approaches that shall be taken to complete performance.

PRICING SCHEDULE: The Bidder shall agree to provide a Total Lump Sum Amount to Remove Existing Tank and Furnish and Install Aboveground Fuel Tank at Independent Hill in accordance with the specifications, drawings and terms and conditions identified herein. Prices shall include all direct and indirect costs such as travel, disposal fees, permits, profit and overhead, supervision, etc.

Total Lump Sum Amount:	\$
Make and Model Number of tank:	
Bidder Agrees to have substantial completed all work by October 20, 2027 and final completion no later than October 27, 2021.	
Signature _____	Print Name _____

Certificate of Compliance: Bidder has read and understands the certificate of compliance clause and will provide a fully completed certificate (Attachment B) prior to award. This will be a factor in making an award.
 Yes: No: If No, Explain:

Payment Terms:	
I will accept single use credit card for payment: Yes _____ No _____ Printed Name: _____	
Refer to Special Terms and Conditions Section 8.18.	

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

Under paragraph 8.1 of the Special Terms and Conditions, the Bidder agrees, if this proposal is accepted by PWCS, for such services and/or items, that the Bidder has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Bidder pursuant to Title 13.1 or Title 50 may be cause for debarment by PWCS.

Bidders shall complete the following by checking the appropriate line that applies and provide the required information. Bidders failing to provide the required information indicated below will have their bid declared non-responsive:

1. ___ Bidder is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Bidder's current valid identification number issued by the SCC is _____. *(The SCC number is NOT your federal tax identification number).* **-OR-**
2. ___ Bidder is a sole proprietor and no SCC number is required. **-OR-**
3. ___ Bidder is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from the Bidder's out-of-state location. Bidder shall include with this proposal documentation from their legal counsel which accurately and completely states why the Bidder is not

required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **-OR-**

4.____ Bidder currently has pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals (*PWCS reserves the right to determine in its sole discretion whether to allow such waiver.*)

In order for your bid to be declared responsive, the following bid submittals must be included in your bid package:

Bid Submittals:

- Signed IFB Cover Page
- Fully Completed Pricing Schedule (page 21-22)
- Bid Bond
- Mandatory Contractor Qualifications/Submittals listed in Section 5.0
 - Product Information
 - Letter from Steel Tank Institute
 - Letter from Petroleum Equipment Institute
 - Letter from tank Manufacturer authorized to install tank
- Contractor Data Sheet (Attachment A)
- Vendor Information Form (Attachment B)

**SOLICITATION # S-DJ-22300
CONTRACTOR DATA SHEET**

1. QUALIFICATION OF BIDDER: The Bidder shall have the capability and the capacity in all respects to fully satisfying all the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time the Bidder has been in business providing the services in this solicitation:
Years _____ Months.
3. REFERENCES: Bidders shall provide a listing of at least three (3) references for which the company has provided specified services of the same or greater scope within the last three (3) years. **PWCS cannot be a reference.**

1.	Customer Name:	Address:
Contact Name		Contact Title
Phone Number:		Fax No.
Email Address:		

2.	Customer Name:	Address:
Contact Name		Contact Title
Phone Number:		Fax No.
Email Address:		

3.	Customer Name:	Address:
Contact Name		Contact Title
Phone Number:		Fax No.
Email Address:		



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or 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/Vendor acknowledges that, pursuant to the *Code of Virginia §22.1-296.1 (A)*, any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

Company Name

Purchase Order/Contract/Solicitation #

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Purchasing Office

VENDOR INFORMATION FORM

The following vendor information is required with all IFB/RFP responses along with a completed and signed W-9 form:

Ordering Address:

Legal Business Name: _____

D/B/A: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Tax ID#: _____ SCC#: _____

Remittance Address: Check box if same as above

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Contact Information:

Name: _____

Title: _____

Phone: _____ Fax: _____

E-mail Address: _____

Attention Vendors: Visit the PWCS Purchasing Office Website at

<http://purchasing.departments.pwcs.edu> to:

- **Register on-line, click on "Vendor Registration"**
- **Obtain a W-9 form and instructions**

SUBCONTRACTOR FORM

TO: Prince William County School Board
Hereinafter called "Owner"

- 1. The Bidder shall fully complete and sign this Document. The completed form shall be submitted to the PWCS within two (2) business days from the date of request in an envelope marked with the Bidder's name and the Bid Number.
- 2. Pursuant to bidding requirements for The Work titled: Independent Hill Vehicle Fueling Station

For portions of The Work listed below, the undersigned (Bidder) proposes to use the following subcontractors.. Portion of Work: Subcontractor name and address:

Earthwork.	_____
Masonry.	_____
Plumbing.	_____
Automatic Gauging System. . . .	_____
Electric.	_____

PROVIDE SIGNATURE IDENTICAL TO
THAT SHOWN ON THE
COVER PAGE

BIDDER:

BY: _____

SHIP LOOSE

(2) 8" FLANGED EMERGENCY VENTS

TOUCH UP OF TOUCHED PAINT IS REQUIRED BY INSTALLATION CONTRACTOR. TOUCH UP PAINT SHIPPED WITH TANK.

NOTES:
STRIKER PLATES ARE NOT SUPPLIED ON FIREGUARD® UNLESS SPECIFIED

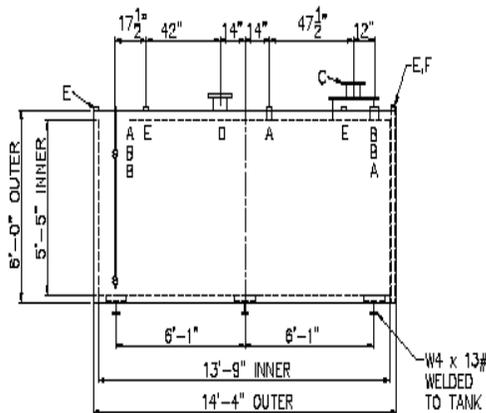
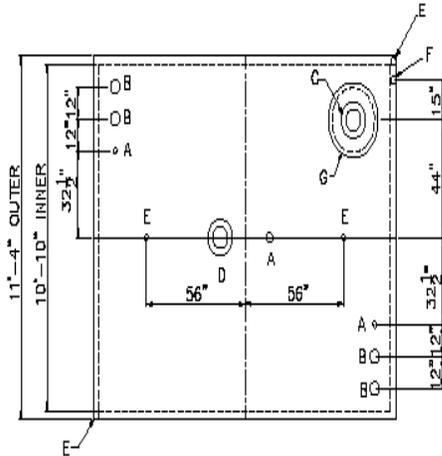
NOTE: ALL RIGHTS RESERVED. THIS DRAWING MUST NOT BE REPRODUCED IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF HIGHLAND TANK®. HIGHLAND TANK® SHALL BE RESPONSIBLE ONLY FOR ITEMS INDICATED ON THIS FABRICATION DRAWING UNLESS OTHERWISE NOTED. CUSTOMER IS RESPONSIBLE FOR VERIFYING CORRECTNESS OF SIZE AND LOCATION OF FITTINGS, ACCESSORIES, AND COATINGS SHOWN ON THIS DRAWING.

DESIGN DATA

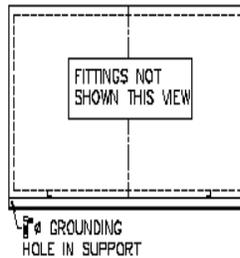
CAPACITY : 6,000 GALLONS
TYPE: FIREGUARD® RECTANGULAR
FIREGUARD® IS A TRADEMARK OF THE STEEL TANK INSTITUTE
NO. REQ. --
OPERATING PRESSURE -- ATMOSPHERIC
SPECIFIC GRAVITY = 1.0
TANK MATERIAL -- MILD CARBON STEEL
THICKNESS -- INNER -- 1/4"
THICKNESS -- OUTER -- 1/4"
MIN. GAUGE OR THICKNESS (PER U.L. 2085)
CONSTRUCTION -- INNER -- LAP WELD OUTSIDE ONLY
CONSTRUCTION -- OUTER -- LAP WELD OUTSIDE ONLY
TANK TEST -- INNER -- 1.5 TO 3 PSIG
OUTER -- 1.5 TO 3 PSIG
INT. FINISH -- NONE
EXT. FINISH -- SP-6 BLAST, FINISH PAINT WHITE
LABEL-- U.L. 2085 AND FIREGUARD® PER #1

LEGEND

A	2" FEMALE FIREGUARD COUPLING
B	4" FEMALE FIREGUARD COUPLING
C	8" FFSO 150# FLANGE -- PRIMARY EMERGENCY VENT USE ONLY
D	8" FFSO 150# FLANGE THROUGH OUTER SHELL ONLY, MARK WITH SPECIAL WARNING LABEL
E	2" FITTING THROUGH OUTER SHELL ONLY WITH CAST IRON PLUG -- FOR MFG USE ONLY
F	2" INTERSTITIAL MONITOR PIPE -- MALE NPT END
G	24" TIGHT BOLT MANWAY WITH "C" MOUNTED IN COVER & 3/8" FIBRELEX GASKET

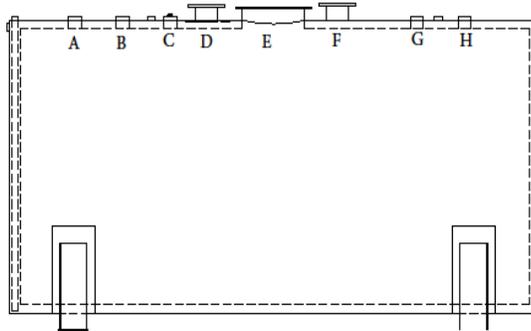


3" LIGHT WEIGHT INSULATION MATERIAL WITHIN INTERSTICE ON BOTTOM AND SIDES EXCEPT MONITOR PIPE END; TOP AND MONITOR END TO BE 4"



UNLESS NOTED, TOLERANCES ARE +/- 1'	
6,000 GAL REC. FIREGUARD®	
PATENT: 3,683,089 PATENT: 3,608,630	
CUSTOMER:	
PROJECT:	
QUOTE NO:	CHG'D BY:
SCALE: 1/4"=1'-0"	DATE: _____

Independent Hill Vehicle Fueling Station Existing 6000 gallon tank connection layout (for reference only)



Connection legend	
A	4" tank probe
B	4" remote fill
C	8" emergency vent
D	2" vent
E	24" manway
F	12" manhole/manway

G	4" return line
H	4" STP pump

