



INVITATION TO BID

City of Hampton
ISSUING OFFICE:

DATE: September 07, 2021

Consolidated Procurement Div.
1 Franklin Street, Suite 345
HAMPTON, VA 23669
TELEPHONE: (757) 727-2200
FAX: (757)727-2207

Attention of Bidder is Directed To Section
2.2-4367 to 2.2-4377 Code of Virginia
(Ethics In Public Contracting)

ITB ITEM NO. 22-220976/AP
PROCUREMENT OFFICER Antonio Palmer Buyer, MBA, CPPB, VCA
OPENING DATE October 05, 2021
OPENING TIME 10:00AM EST
PREBID CONFERENCE NONMANDATORY N/A

SEALED BIDS will be received in the Issuing Office above until Opening Date and Opening Time as specified in this solicitation including any addenda issued by this office. HCS of Hampton is not responsible for late delivery by U.S. Postal mail or other couriers. All inquiries for information regarding this Invitation to Bid are to be directed to the Issuing Office as defined herein.

COMMODITY: ANNUAL NEEDS FOR MECHANICAL SERVICES
NIGP CODE: 91450, 91468

**PLEASE FILL IN OFFEROR'S NAME & ADDRESS
IN THE SPACES PROVIDED BELOW:**

THIS IS NOT AN ORDER

THE SCHOOL BOARD OF HCS OF HAMPTON HEREAFTER REFERRED TO AS "HCS", RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE BIDDING PROCESS. FURTHER, HCS RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE ENTIRE CONTENTS OF THE INVITATION TO BID, ANY ADDENDA, BIDDERS RESPONSE AND ANY CHANGE ORDERS SHALL BE INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT.

THE SCHOOL BOARD OF HCS OF HAMPTON DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

The School Board of HCS of Hampton is seeking bids from responsible and responsive bidders to provide mechanical related services; to include plumbing on an annual needed basis.

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 ___ #2 ___ #3 ___ #4 ___ (Please Initial)

THE SCHOOL BOARD OF HCS OF HAMPTON CANNOT LEGALLY AGREE TO ANY CLAUSE INDEMNIFYING THE CONTRACTOR FROM ANY DAMAGES ARISING OUT OF THE CONTRACT OR HOLDING THE CONTRACTOR HARMLESS. THE SUBMISSION OF A BID CONSTITUTES AN AGREEMENT BY THE CONTRACTOR NOT TO REQUEST SUCH LANGUAGE IN THE RESULTING CONTRACT. IN COMPLIANCE WITH THIS SOLICITATION AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN BID REJECTION.

Authorized Agent:

Signature

Type or Print Name

Email Address
ENCLOSURES

Telephone Number

Fax Number

Company FEI/FIN#

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, CITY HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL BIDDER'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE SUCCESSFUL OFFEROR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR THAT THE SUCCESSFUL OFFEROR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) 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 SUSUCCESSFUL OFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL OFFEROR IN ACCORDANCE WITH FEDERAL LAW, 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.

EMPLOYMENT DISCRIMINATION BY THE SUCESSFUL OFFEROR SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER AGREES AS FOLLOWS:
 - a THE BIDDER, SHALL 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 SUCCESSFUL OFFEROR. THE SUCCESSFUL BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - b. THE SUCCESSFUL BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL BIDDER, SHALL STATE THAT SUCH SUCCESSFUL BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
2. THE SUCCESSFUL BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of BIDDER: _____ Date: _____ Authorized Signature _____
 Printed Name: _____ Title: _____
 Phone Number: _____ Fax Number: _____
 Email Address: _____

Federal Tax Identification Number/Social Security Number: _____

Is Bidder a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American American Indian Eskimo Asian American Aleut Other; Please Explain:
 Is Offeror Woman Owned? Yes No
 Is Offeror a Small Business? Yes No
 Is Offeror a Faith-Based Organization? Yes No

General Terms and Conditions

Contract Document:

This ITB, its Addenda, and Successful Bidder's bid will constitute the final contract, hereafter referred to as "this contract". These documents will be incorporated by reference into HCS purchase order awarding this contract.

Bid Binding For Ninety (90) Days:

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

Proprietary Information/Non-Disclosure:

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

1. Invoke the protections of this section prior to or upon submission of the data or other materials,
2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "**PROPRIETARY**".
4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
5. CITY reserves the right to submit such information to HCS attorney for concurrence of the Bidder's claim that it is in fact proprietary.
6. References to the proprietary information may be made within the body of the Proposal; however, all information contained within the body of the Proposal shall be public information in accordance with State statutes.
7. Trade secrets or proprietary information submitted by a Bidder in conjunction with this ITB is not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
8. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.
9. An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement that Bidder's costs and/or Bid pricing are to be protected is unacceptable. Bidder will be requested to remove any such statement(s) in order to be eligible for further evaluation and award.

Contract Modification(s):

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by HCS Purchasing Agent or his designee via issuance of a change order (purchase order).

Bidder Obligation:

Bidder shall carefully examine the contents of this Invitation for Bid and any subsequent addenda. Failure to do so shall not relieve the Successful Bidder of its obligation to fulfill the requirements of any contract awarded as a result of this ITB.

Conditions of Work:

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

Prime Contractor:

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

1. Successful Bidder shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
2. Successful Bidder represents and warrants that Successful Bidder has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that CITY is not liable to such third parties or subcontractors for any work performed under this contract.
3. The use of subcontractors and the work they perform must receive the prior written approval of HCS. HCS will designate a Contract Administrator to approve such work.
4. Successful Bidder shall be solely responsible for all work performed and materials provided by subcontractors.

5. Successful Bidder shall be responsible for the liability of subcontractors for the types and limits required of the Successful Bidder under this contract.

Subcontractors:

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

Payments to Subcontractors:

In accordance with Title 2.2, Chapter 43, Article 4 of the Code of Virginia (Virginia Public Procurement Act), Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the City; or, shall notify the City and subcontractors in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, Contractor shall pay interest at the rate of one (1) percent per month, unless otherwise provided in the Agreement, to the subcontractors on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.

These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor.

Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the City. An Agreement modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Non-Assignment:

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

Antitrust:

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

Anti-collusion/Nondiscrimination Requirements Form:

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

Hold Harmless/Indemnification:

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

Notices:

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by

courier that has a reliable system for tracking delivery, or six (6) HCS business days after the date of mailing when mailed by United States mail, certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To the School Board of the City of Hampton: HCS Contract Administrator as designated in this ITB.

To Contractor: Contractor's Contract Administrator as defined in Successful Bidder's Bid Response.

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

Non-Performance:

1. Delivery Delays: HCS reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Contractor fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.
2. Unacceptable Deliveries (Rejections): Upon notification by HCS that goods and/or service deliverables provided by the Contractor under this contract are damaged and/or not of the quality specified by HCS, such goods and/or service deliverables will be rejected. Contractor shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by HCS.
3. Contractor shall remove all rejected materials, equipment or supplies from the premises of HCS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from City's premises within ten (10) days will be regarded as abandoned, shall become the property of HCS, and HCS shall have the right to dispose of such items.
4. HCS reserves the right to authorize immediate purchase from other sources against rejections.
5. Liability: Contractor shall be liable to HCS of Hampton for all costs incurred by HCS as a result of Contractor's failure to perform in accordance with the contract. Contractor's liability shall include, but not be limited to:
 - a. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
 - b. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Contractor and/or rejections of Contractor's goods and/or service deliverables.
 - c. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by HCS due to non-responsive performance of Contractor.

Termination Without Cause:

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

Termination With Cause/Breach:

In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, HCS may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or in Paragraph I of this Contract. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, City may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to City any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by HCS and provisions herein with respect to opportunity to cure default shall not be applicable. This contract may be terminated by either party in the event that the other party has failed to perform a material obligation or has otherwise breached a material term of this contract, if that other party has failed to cure that failure or breach within ten (10) days after receipt of written notice thereof from the other party.

Breach of Contract:

Contractor shall be deemed in breach of this contract if the Contractor:

Fails to comply with any terms of this contract;

Fails to cure such noncompliance within ten (10) calendar days from the date of HCS written notice or such other time frame, greater than ten (10) calendar days, specified by HCS Contract Administrator in the notice.

Fails to submit a written response to HCS's notification of noncompliance within ten (10) calendar days after the date of HCS notice.

All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Contractor shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of HCS of Hampton in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

Applicable Law:

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

Compliance With All Laws:

Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract prior to the initiation of work. Contractor further expressly represents that it is a corporation, partnership, or limited liability company, that it is in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of this Contract. Contractor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of Contractor's obligations hereunder. All City of Hampton business license, personal property, real estate and other applicable tax requirements shall be met by Contractor.

Immigration Reform and Control Act of 1986

Contractor/Vendor does not and shall not during the performance of the Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Venue:

Venue shall be in the Circuit Court of HCS of Hampton, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by HCS of Hampton. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, **or the United States District Court for the Eastern District of Virginia, Norfolk Division.**

Severability:

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

Non-Appropriation of Funds:

It is understood and agreed between the parties hereto that HCS shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, HCS shall immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to HCS of any kind whatsoever.

Tax Exemption:

HCS of Hampton is exempt from federal excise tax and from all State and local taxes. Contractor shall not include such taxes in any invoices under this agreement. Upon request, HCS will furnish the Contractor with tax exemption certificates or HCS of Hampton's tax exempt number.

Vendor's Invoices:

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

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

Serial numbers, if any;

Quantity delivered;

Charge for each item;

Extended total (unit costs x quantity);

This ITB number and City Purchase Order Number.

Contractual Disputes:

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

Warranty/Guarantee:

Contractor guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by HCS. To furnish adequate protection from damage for all work and to repair damages of any kind for which Contractor or Contractor's workmen are responsible, to the building or equipment, to Contractor's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Contractor shall make any such replacement immediately upon receiving notice from HCS.

Payment Terms:

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

Audits:

HCS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to HCS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Hampton Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Hampton, Virginia, which is convenient for HCS of Hampton.

This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which HCS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

Notice of Award:

Any contract resulting from this ITB will be publicly posted for inspection in the Consolidated Procurement Division, 1 Franklin Street, Suite 345, Hampton, Virginia.

Award:

HCS intends to award a contract to the lowest responsible and responsive bidder. At HCS's sole discretion, HCS may reject any or all bids in whole or in part if such action is determined to be in HCS's best interest. HCS reserves the right to enter into any contract deemed to be in its best interest, including the award of this contract to more than one contractor.

Disposition of Bids:

All materials submitted in response to this ITB will become the property of HCS of Hampton. One (1) copy of each bid will be retained for official files, will become a matter of public record after award of the contract, and will be open to public inspection subject to the ***Proprietary Information/Disclosure*** section of this ITB.

Non-Exclusivity:

HCS reserves the right to procure goods or services covered under this contract from a third party when, in City's sole discretion; it is deemed to be in HCS's best interest.

Unauthorized Disclosure of Information:

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

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

SPECIAL TERMS AND CONDITIONS

Contract Term:

This contract term shall be for one (1) year.

Contract Extension:

This contract may be extended upon mutual agreement of both parties for four (4) additional, one-year periods, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this ITB.

Time is of the Essence:

Time is of the essence in this Contract. Contractor expressly acknowledges that in the performance of its obligations, HCS is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Contractor and may sustain substantial losses by reason of untimely performance. ADD IF REQUIRED However, price increases/decreases may be considered for optional years based on most current Bureau of Labor Statics CPI-U Wage Rate of the South Region, but must not be greater than 5% annually.

Successful Bidder shall provide a bond in the sum of the contract amount. The contract bond shall ensure Successful Bidder's faithful performance in strict conformity with the contract. The contract bond shall be maintained throughout the term of the contract and any extensions.

Insurance:

Contractor shall submit to HCS Contract Administrator Certificates of Insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to HCS, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to HCS.

The certificates of insurance shall list HCS of Hampton, 1 Franklin Street, Hampton, Virginia 23669, as the additional insured for the specified project as outlined in this ITB.

Insurance shall be maintained during the entire term of the contract and any extensions and shall be of the following forms and limits:

All required insurance coverages must be obtained from insurers authorized to do business in the Commonwealth of Virginia. The insurers must have a rating of "A" (financial strength) and a VII or greater in the latest edition of the A.M.'s Best Company's Insurance reports.	
Coverage Parts Required	Coverage Limits
Commercial General Liability (CGL) Required but not limited to: Bodily Injury and Property Damage Personal & Advertising Injury Damage to Rented Premises Premises liability Products & Completed Operations Contractual Liability	\$1,000,000 per occurrence \$2,000,000 aggregate \$100,000 min on damage to rented premises
Business or Commercial Automobile Liability Coverage for Any Auto Required	\$1,000,000
Umbrella or Excess Liability	\$10,000,000
Workers' Compensation Employer's Liability	Per Virginia Statute \$1,000,000 min

Professional Liability Inclusive Contractors E&O	\$3,000,000 \$5,000,000 aggregate
Pollution Liability Environmental Liability	\$1,000,000
Builders' Risk All Perils and must remain in effect until substantial completion or until no person other than the City of Hampton or Hampton City Schools has insurable interest in the covered property.	100% of the insurable structure or structures guaranteed maximum value, to include but not limited to, soft costs, materials, and construction costs.
Waiver of Subrogation All lines of liability	Required Waiver of Subrogation
Claims-made policies require the policy holder to provide evidence of a retroactive date on the policy no later than the beginning of the contractor's or sub-contractor's work under this project. Claims-made commercial general liability or pollution policies must provide an endorsement extending the claim reporting period of up to three (3) years after the agreement.	
Certificates of Insurance (COI's) must be accompanied by an endorsement naming City of Hampton or Hampton City Schools and their elected and appointed officials, agents, employees and volunteers as additional insureds.	

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

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

The endorsement would be that which is attached to the policy that acknowledges the HCS as an also insured on all policies we have required to be endorsed.

This will be either a direct endorsement that actually names the HCS or a blanket endorsement that contract states that the HCS will be named as an also insured on the insurance policy.

Contractor shall provide the City with its social security number or federal taxpayer identification number prior to receiving any payments for services under this Contract.

Unauthorized Disclosure of Information:

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

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

Cooperative Procurement

Section 2.2-4304 Code of Virginia (VPPA) will apply to this solicitation. Other Public Bodies may utilize any contract(s) issued pursuant to this solicitation by placing its own order(s) directly with the successful offeror(s). HCS of Hampton acts only as the issuing agent and is not responsible for placement of orders, payment or discrepancies of other participating Public Bodies.

Provider shall certify on Attachment B that all employees employed in support of this Contract who have direct contact with students, which is defined to mean being in the presence of students during regular school hours or during school-sponsored activities, have not been convicted of (i) a felony; or (ii) any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

Copyright/Patent Indemnity:

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

Payment/Performance Bonds.

Contractor shall furnish to the City a payment bond and a performance bond in conformity with the Virginia Code §2.2-4337 et seq.. Each payable to The School Board of the City of Hampton and each in the sum of the contract amount. The performance bond shall be conditioned upon the faithful performance of the Contract in strict conformity with the terms and conditions of the Contract, and each payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the Work. A performance and payment will not be required at the time of bid submission but will be required of awarded contractors for any on-call or as needed work that is over \$100,000.

SCOPE OF WORK

General Requirements:

The Contractor shall furnish all labor, materials, tools, equipment, transportations and any incidentals necessary to provide mechanical services relating to construction, replacement, repair installation, and preventive maintenance in schools, offices and support facilities annually on an "as needed" basis as specified herein. The Contractor shall perform services at the highest standards set forth in the Mechanical Services industry. In addition, the Contractor shall also perform plumbing related services and perform such services at the highest standards set forth in the plumbing industry.

Mechanical services shall include but not limited to:

- Install additional or replace existing HVAC units, roof top units, makeup air units, unit ventilators, water source heat pumps, PTAC's, split systems, CRAC units, etc.
- Install additional or replace existing boilers and water heaters. (Gas and Electric)
- Install, repair or replace duct work, drain pans, sheet metal, welded piping, mechanical joint piping, associated electrical, insulation, etc.
- Install, repair/ replace pumps, flanges, seals, impellers, check valves, isolation valves, etc.
- Install, repair or replace control systems.
- Coordinate services with control contractors or third party vendors approved by HCS.
- Please note this is not an all-inclusive list of services to be provided. Any plumbing or HVAC services required by the City may be covered under this contract.

See Attachment D; School Facilities

Specific Requirements

- All required permits and inspections to complete quoted job shall be the responsibility of the primary Contractor.
- The Contractor must possess a current and active Class A Commonwealth of Virginia contractor's license.

- The Contractor shall be competent and qualified to install variable refrigerant systems and equipment. Provide references of three most recent jobs similar in scope (See Attachment E).
- The Contractor must be licensed to do mechanical work; including both HVAC and Plumbing related services.
- All work must be in strict accordance with all state and local codes.
- Installation shall reflect any Mechanical/Electrical code changes to maintain compliance.
- All OSHA safety requirements shall be enforced.
- A staffed, certified service department shall be maintained at all times by primary Contractor.
- The Contractor shall obtain authorization from the HCS Operations and Maintenance prior to starting work.
- The Contractor must be properly insured as required.
- Professional Structural Engineering shall be utilized as applicable and will be the responsibility of the Contractor.
- Professional roofing services shall be provided by Contractor during the contract period to support scope of work as required.
- HCS shall provide warranty information and design for roof penetrations and curb installations.
- All required crane and rigging services shall be provided by the Contractor to support scope of work. Pictures of crane route shall be provided to HCS Operations and Maintenance in order to document condition of grounds prior to and directly after lift.
- All quoted jobs shall reflect straight hourly labor rates. Any deviation must be noted. Once a quote is accepted, a full schedule of values shall be produced within seven (7) business days. Quotes shall include a full schedule of values. This will also be used in invoicing to match up with the progress of project.
- Any new unit replacement shall have the following provided with the quote: manuals, heat load calculations, manual S, equipment selection and duct sizing requirements
- A site walk-through consisting of an authorized Contractor and HCS Maintenance and Operations Representative shall be conducted prior to job completion. All Punch List, control drawings and close out items shall be corrected prior to authorization of final payment.
- Close out documents shall include, but not limited to warranty letter, refrigerant tracking information in accordance with operating and maintenance manuals, startup sheets, as-built control drawings, final inspections, punch list and action items.
- Provide specific cut sheets to include:
 - ❖ All options being used
 - ❖ Manufacturer and model #
 - ❖ Energy efficiency rating (both existing unit and replacement)
- Preconstruction meetings will be required on job site prior to commencing any work.
- Integral electrical disconnects, if commercially available are preferred. Stainless steel disconnects shall be utilized if external to unit.
- Condensate drip pans shall be constructed of Galvanized steel or stainless steel if commercially available.
- Condensate drain lines shall be roughed and supported to roof drain or gutter as applicable.
- Condensate drain lines shall be secured to the roof by non-invasive means.
- Emergency condensate drip pan shall have overflow switch installed and connected to BAS.
- Overflow condition to shut down unit and provide alarm.
- R22 units are not acceptable under this contract.
- Units shall be sealed to be weather, vermin and bird proof, including hail guards where applicable.
- All units with gas service shall have new gas valves, regulator and new galvanized pipe to shut off valve installed as part of the project.
- Units shall be labeled to reflect as built drawings/electrical service with a riveted weatherproof plaque and unit name provided by the Owner's Representative.
- New units and Building Automation Systems (BAS) shall have provisions for space dehumidification, where directed.
- BAS - Qualified controls vendors shall remove existing unit from and reconnect the replacement unit to Building Automation System.
- BAS - All graphics and control as-built shall be updated as required.
- BAS- Minimum points required on each unit:
 - ❖ All compressor status
 - ❖ All fan status
 - ❖ All heat bank status

- ❖ Discharge air temp
 - ❖ Damper position and command if applicable
- BAS wires shall be continuous without splices. Included but not limited to:
 - ❖ LAN wires and Controller to unit wiring
- Building Automation System shall be verified during the "Punch List" procedure.
- The Contractor is responsible for coordinating the testing, removing, reinstalling and retesting smoke detectors, if equipped. HCS fire alarm contractor will assist. All fire and smoke detection systems installed shall be tested as required with supporting documentation provided.
- A one (1) year inclusive warrantee shall be supported by the Contractor.
- A five (5) year inclusive warrantee for unit compressors shall be supported by the Contractor.
- There shall be one Point of Contact for service calls associated with the contract.
- All warrantee or service calls shall be followed up with a written report outlining the cause and remedied within twenty-four (24) hours. Report shall be sent electronically to Quentena Zanders-qzanders@hampton.k12.va.us
- Hours & Response time: Straight time- M-F 8AM-5PM. Overtime- Weekdays after 5PM, Weekends and Holidays. Option for flex hours that are not considered overtime will be agreed upon on a project to project basis.
 - ❖ Emergency warrantee and service call response time shall not exceed two (2) hours on weekdays and four (4) hours on weekends and holidays.
 - ❖ Non-Emergency warrantee and service call response time shall NOT exceed four (4) hours on weekdays, weekends, and holidays.
- Contractors must have a company uniform and picture ID badge.
- HCS reserves the right for first right of refusal for all parts and equipment.
- Four (4) hours of equipment training shall be provided for all given installations.
- Commissioning (mechanical analysis) can be requested by HCS Maintenance and Operations Representative prior to the quoting of new work to ensure that the new work meets the needs of the space in which it is installed.
- Removal and replacement of duct heaters where applicable.
- Duct sizing shall be verified as adequate for the replacement unit prior to sourcing units.
- Any additional or modified ductwork shall match existing.
- Duct work:
 - ❖ The Contractor shall inspect ductwork and insulation; new insulation shall match existing.
 - ❖ Collapsed ductwork shall be braced prior to lagging; use twenty-six (26) gauge galvanized metal for all duct work.
 - ❖ Top seams are to be one (1)"standing seams; slide the pieces under the two (2)"lap.
 - ❖ Lap all pieces to inhibit water introduction to the lagging; pop rivet lagging every six (6)"and at all laps.
 - ❖ Seal laps with duct sealer.
 - ❖ Paint all exterior lagging with aluminum roof coating.
 - ❖ Factory start up sheets shall be performed by FACTORY certified individual.
 - ❖ Factory start up sheets, operation and maintenance documents and controls as-built drawings shall be completed and provided prior to job completion.
 - ❖ Weekly report shall be provided to HCS Maintenance and Operations Representative on Thursday of every week.
 - ❖ Include before and after water and air balancing services, where directed, and provide documentation at completion of work. Balance results should be compared to original documentation; any discrepancies shall be brought to the attention of HCS Maintenance and Operations Representative prior to starting work.
 - ❖ Include a specific Occupation/Significant completion date listed upon job completion for warrantee.
- Assignment of Work
 - ❖ Each job requires its own proposal/quote. Construction proposals equaling \$100,000 or greater will require a performance and payment bond, both equal to the amount of the task(s)quote.
- Inspections

- ❖ All work must be inspected to ensure conformity with the specifications and requirements surrounding the work. Inspections should be arranged by contacting the Contract Administrator. NO PAYMENT WILL BE MADE UNTIL THE WORK IS INSPECTED AND APPROVED.
- Work Performance
 - ❖ The Contractor shall supply a dumpster or other devices necessary for the disposal of demolished materials.
 - ❖ Materials or equipment owned by HCS shall not be used by the Contractor.
 - ❖ Any HCS equipment (brooms, mops, trash cans etc.) used by the Contractor shall become the property of the Contractor. An amount equal to the replacement cost of the materials shall be deducted from the Contract price before final payment is rendered.
 - ❖ Contractor shall clean the work area at the end of each workday. All materials shall be secured in a safe and neat manner. No trash or debris is to be left overnight at the work site.
 - ❖ Upon completion of the project, the Contractor shall thoroughly clean all finished work, the work site and adjacent areas returning it to a level of cleanliness equal to that existing prior to start of work.
 - ❖ The Contractor shall perform all work in a professional manner by personnel experienced in their trade.
 - ❖ Work shall progress in such manner as to cause the least inconvenience to HCS, and it is to be done with proper consideration for the rights of other Contractors or workmen. The Contractor shall keep in touch with the entire operation and perform all installations promptly and professionally.
- Quality Control
 - ❖ The Contractor shall notify HCS Maintenance and Operations of any omissions, contradictions or conflicts in the specifications prior to acceptance of work. If the Contractor does not notify HCS of any such conditions, it will be assumed that the Contractor has included all necessary items in his/her proposal to complete the project.
 - ❖ Projects will be completed as the contract document specifies, unless changes are approved in writing by HCS. The Contractor shall make his own Contracts with Subcontractors and be responsible for obtaining any required permits. The Contractor alone shall be held responsible by HCS for the completed project.
 - ❖ The Contractor shall assume full responsibility for the protection and safekeeping of project materials stored on premises.
 - ❖ The Contractor shall take precautions to ensure that dust and debris associated with the project is contained within the work area and not allowed to spread into other areas of the school. Equipment or materials which cannot be moved, shall be covered by the Contractor to prevent contamination or damage.
 - ❖ All materials used by the Contractor shall be certified asbestos-free by the manufacturer. There will be no exceptions. A letter from the Contractor certifying that no asbestos-containing materials were used shall be provided upon completion of the project.
 - ❖ The Contractor shall provide on-site supervision at all times while work is in progress. All Subcontractors and/or workers shall report to a single supervisor who shall be on site to answer questions and coordinate work. The supervisor shall carry a copy of this specification and any amendments.
- Safety Requirements
 - The Contractor shall:
 - ❖ assure that all application, material handling, and associated equipment will be handled and operated in conformance with OSHA safety requirements. Where applicable, provide Material Safety Data Sheets for materials to be used on the project.
 - ❖ comply with federal, state, and local fire and safety codes and requirements.
 - ❖ advise HCS whenever work is expected to be hazardous to HCS employees, students or other building occupants.
 - ❖ maintain fire extinguisher within easy access whenever power tools; flammable materials or heat producing devices are being used.
 - ❖ advise HCS when volatile materials are to be used near air ventilation intakes or near occupied spaces so that action may be taken to prevent degradation of indoor air quality.
 - ❖ dispose of all asbestos containing materials into an EPA approved sanitary landfill.

- ❖ Contractors performing work, that disturbs paint in housing and child-occupied facilities including schools built before 1978, must be EPA-certified. In addition, their employees must be trained in the use of lead-safe work practices. The Contractor must follow Lead-safe work practices that minimize occupants' exposure to lead hazards. Information about these requirements can be found at www.epa.gov/lead or by calling 1-800-424-5323.

SPECIAL INSTRUCTIONS TO THE BIDDER Definitions:

Definitions:

Issuing Office:

Wherever used in this Invitation to Bid, Issuing Office will be:

Antonio Palmer, MBA, CPPB, VCA, Buyer

Consolidated Procurement Division

Community, Municipal Services/Education

1 Franklin Street, Suite 345

Hampton, VA 23669

Phone: (757) 727-2197

Fax: (757) 727-2207

Email: antonio.palmer@hampton.gov

Hampton City Contract Administrator:

Wherever used in this Invitation to Bid and for purposes of any notices under this contract, CITY Contract Administrator will be:

Quentena Zanders

School Operations and Maintenance

Hampton City Schools

1 Franklin Street

Hampton, Virginia 23669

Phone: 757-850-7281

Email: qzanders@hampton.k12.va.us

Bidders of Record

Bidders receiving a copy of this ITB from a source other than the Issuing Office must contact the Issuing Office and provide Bidder's name, address, contact person, telephone and fax number, and the ITB Item Number. Bidder will be added to the bidder's list and will receive notification of any addenda to the ITB. Bidders are encouraged to check www.hampton.gov/bids-contracts for any addenda prior to submitting bids.

Questions

Bidders must submit questions regarding this Invitation to Bid in writing to the Issuing Office via email to **antonio.palmer@hampton.gov no later than **September 21, 2021 4:00 PM EST****. Necessary replies will be issued to all bidders of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the bid documents.

Offeror is responsible for checking the Hampton/bids-contracts web site or contacting the Issuing Office within 48 hours prior to bid opening to secure any addenda issued for this ITB.

Late Submissions, Modifications, and Withdrawal of Bid

Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Issuing Office designated in the ITB by the time specified in the ITB.

Any bid, modification, or withdrawal received at the Issuing Office designated in the ITB after the exact time specified for receipt of bids shall be considered "late" and will not be considered unless there is acceptable evidence to establish that it was received at the Issuing Office and was under the control of HCS prior to the time set for receipt of bids.

Acceptable evidence to establish the time of receipt at the Issuing Office includes the time/date stamp of that office on the bid wrapper, other documentary evidence of receipt maintained by the office, or oral testimony or statements of Consolidated Procurement Division personnel.

If the Procurement Office is closed due to an emergency or unexpected event (i.e. inclement weather) on a date that an ITB/RFP is due to close, then those ITBs/RFPs will be due and opened on the next "full" (8:00 a.m. to 4:30 p.m.) business day at the same time stated in the ITB/RFP.

Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a Bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established, a formal written request to withdraw the Bid is submitted on the firm's letterhead, and the person signs a receipt for the bid.

Preparation of Bids

To be considered for award, a bid must comply in all material respects with the ITB. Bidders are expected to examine the drawings, specifications, and all instructions in this ITB. Failure to do so will be at the Bidder's own risk.

Each Bidder shall furnish the information required by the solicitation. The Bidder is expected to:

- Sign the bid and print or type its name and address on the cover of the ITB;
- Sign the ANTICOLLUSION/NON-DISCRIMINATION on page 2 of this ITB and complete all other information requested on the same page;
- Complete the pricing and Place of Performance information requested in the Pricing Schedule section of the ITB;
- Changes must be initialed by the authorized Agent signing the bid. For each lump sum price offered, Bidders must show, in its descriptive literature:
 - (a) Present the amount for the (Requested) equipment in the lump sum price; and
 - (b) Present the amount for labor and all other additional costs included in the lump sum price.

In case of discrepancy between a unit price and an extended price, the unit price shall govern as the correct price.

Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation. Time, if stated as a number of days, will be interpreted to include Saturdays, Sundays, and holidays.

Acknowledge Addenda on page 1 of this solicitation.

Descriptive Literature

"Descriptive literature," as used in this provision, means information furnished by a Bidder, such as cuts, illustrations, drawings, and brochures, that shows a product's characteristics or construction or explains its operation. The term includes only that information required to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.

Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements including, but not limited to:

Design;
Materials;
Components;
Performance characteristics; and

Methods of manufacture, assembly, construction, or operation.

Descriptive literature, required elsewhere in this solicitation, must be:

Identified to show the item(s) of the offer to which it applies; and

Received by the time specified in this solicitation.

If the Bidder fails to submit required descriptive literature on time with the Bid submittal, HCS may reject the bid.

If the descriptive literature fails to show that the product offered conforms to the requirements of the solicitation, HCS will reject the bid.

Bid Submittal Requirements

Bids must be submitted utilizing the following requirements:

Bids shall be placed in a sealed envelope or package, and the envelope or package labeled with the Invitation for Bid's item number and the name and address of the Bidder.

Submit the original and one (1) copy of the Bid.

Bidders are encouraged to submit bids on recycled paper and to use double-sided copying.

All bids shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Invitation to Bid. Any bid received after the specified date and time (time stamped 10:01 a.m. or later) shall not be considered and shall be returned unopened to Bidder.

Bids received by telephone, telegraph, email, or facsimile shall not be accepted.

Bids must include all elements noted in the Bid Preparation paragraph above.

Bids should be submitted in the format specified on the pricing sheet.

Statement setting forth the basis for protection of proprietary information, if any, as detailed in the ***Proprietary Information/Disclosure*** section.

Bid Opening

The Issuing Office shall decide when the time set for opening bids has arrived. Bids received before the bid opening time will be publicly opened and, if practical, read aloud to the persons present, recorded and abstracted. Review of the abstract of the bids by interested persons will be permitted after bid opening, as soon as prepared, if it does not unduly interfere with the conduct of HCS business, as determined by the Issuing Office.

Contact with HCS Staff, Representatives, and/or Agents:

Direct contact with HCS staff, representatives, and/or agents other than Consolidated Procurement Division staff on the subject of this ITB or any subject related to this ITB is expressly prohibited except with the prior knowledge of the Procurement Department.

A withdrawal of bid due to error shall be in accordance with Section 2.2-4330 B (1) of the Code of Virginia. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after conclusion of the bid opening procedure and shall submit original work papers with such notice.

FOREIGN AND DOMESTIC BUSINESSES-AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH

Contractor whether organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity and shall provide proof thereof. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the Agreement. Failure by the Contractor to remain in compliance with the provisions of this section shall be deemed a material breach of this Agreement.

Hampton City Schools does not discriminate on the basis of race, color, national origin, sex disability, age or other protected classes in its programs, activities, and employment practices and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies: Robbin A. Ruth, Executive Director of Human Resources, One Franklin Street, Hampton, Virginia 23669 757-727-2318.

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Robbin A Ruth, Executive Director of Human Resources, One Franklin Street, Hampton, VA 23669 757-727-2318

**CITY OF HAMPTON, VIRGINIA and HAMPTON CITY PUBLIC SCHOOLS
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

This information is to assist the contractor to understand the insurance requirements of the City of Hampton (City) and Hampton City Public Schools (HCS). Contractors are encouraged to share this information with insurance agents and brokers. **In all cases the RFP or ITB requirements override statements in this document.**

1. Agreement/Reference. All evidence of insurance must identify the nature of your business with the CITY/HCS. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your insurance is properly assigned to the correct project. It is important that you **provide the types of coverage and minimum dollar amounts specified in the RFP or RFB document. Failure to provide the requested amounts may lead to disqualification and increase processing time.**

2. When to submit. Normally no work may begin until the certificate of insurance (COI) with proper endorsement has been received. It is important that the certificate and endorsement be provided as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. Acceptable Evidence and Approval. Proof of insurance is normally provided on an industry form known as the ACORD Certificate of Insurance. Insurance industry certificates other than the ACORD may be accepted after review. In addition to the ACORD form, an Insured Endorsement naming the CITY or HCS as an additional insured that has been completed by your insurance company or its designee must be attached to the COI. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured and the substantiating endorsement must be attached. Attaching the section of the insurance policy covering contractual additional insureds may be used until the actual endorsement is received.

All evidence of insurance must be authorized for the insurance provider by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to ACORD Certificates and other Insurance Certificates:

- **A copy of the full insurance policy.**
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.
- **Self-Insured** contractors or vendors must submit for review to the Risk Manager documentation of its financial ability to self-insure for each coverage required. (See Para 6 below.)

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law
- Professional Liability insurance

4. Renewal. Upon renewal of any insurance policy it is the responsibility of the contractor to provide the updated ACORD Certificate of Insurance or other acceptable documentation to the City or HCS. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. Cancellation. The contractor/vendor must inform the City/HCS 30 days before insurance is cancelled or not renewed. The requirement for the insurance company to inform the additional insureds is not enforceable. Failure to inform must be considered a substantive violation of the contract and could result in the contract being cancelled.

6. Alternative Programs/Self-Insurance. Risk financing mechanisms such as Risk Retention

Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY Risk Manager has reviewed the relevant documents. Any contractor or vendor that wishes to satisfy insurance requirements as a self-insured party must receive permission from the Risk manager by submitting a request to the Risk Management Department.

7. **General Liability.** General liability insurance covering your operations (and products, where applicable) is required whenever the CITY or HCS is at risk of:

- **Third-party claims** which may arise out of your work or your presence or special event on city premises.
- **Sexual misconduct claims coverage** is a required coverage when the work performed involves minors.
- **Fire legal liability insurance** is required for persons occupying a portion of CITY or HCS premises.

8. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY or HCS premises; it is not required for simple commuting unless CITY or HCS is paying mileage. However, compliance with Virginia law requiring auto liability insurance is a contractual requirement.

9. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

10. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law the minimum coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement that can be obtained from Risk Management.

A Waiver of Subrogation on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

11. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY.

12. **Builder's Risk/Course of Construction** is insurance coverage that protects the owner's interests in the structure as well as materials, fixtures and/or equipment being used in the construction or renovation of a building or structure should those items sustain physical loss or damage from a covered cause. It is required during construction projects and must include building materials in transit and stored at or away from the project site. This would also include materials purchased by the City for installation or erection by the contractor.

13. **Surety or Bond** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Fidelity Bond may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations as outlined in the RFP or RFB

ATTACHMENT A: PRICING SCHEDULE

In consideration of the work to be performed by Contractor, as set forth under the Scope of Work, HCS shall order goods and services as needed and pay Contractor after such goods and services are delivered based on the following:

HVAC HOURLY RATE SCHEDULE		
Labor Rates	Straight Time {\$/hr.}	Overtime {\$/hr.}
HVAC Supervisor		
HVAC Installer		
Sheet Metal Worker		
Plumbing Installer		

BID PRICE: Shall be in the form of an all-inclusive firm fixed rate during the contract period. Quote on all items listed in order to be considered for award. Its the intent of the HCS to award to multiple bidders.

EMERGENCY RESPONSE TIME: Emergency response time shall NOT exceed as follows:
Not to exceed two (2) hours on weekdays for emergency warrantee and service calls.
Not to exceed four (4) hours on weekends and holidays for emergency warrantee and service calls.

NON-EMERGENCY RESPONSE TIME: Non-Emergency response time shall not exceed as follows:
Four (4) hours for all non-emergency warrantee and service calls.
For a list of HCS holidays, please visit <https://www.hampton.k12.va.us/calendars/calendar.html> .

For purposes of this bid, overtime will be defined as Weekdays after 5PM, Weekends and HCS recognized Holidays. Straight time will be defined as M-F 8AM-5PM. Option for flex hours that are not considered overtime will be agreed upon on a project to project basis.

All warrantee or service calls shall be followed up with a written report outlining the cause and remedied within twenty-four (24) hours. Report shall be sent electronically to Quentena Zanders-qzanders@hampton.k12.va.us

All quoted jobs shall reflect straight hourly labor rates. Any deviation must be noted. Once a quote is accepted, a full schedule of values shall be produced within seven (7) business days. Quotes shall include a full schedule of values. This will also be used in invoicing to match up with progress of project.

Proposals/Quotes ranging \$100,000 and higher will require a performance and payment bond; both equal to the amount of the job.

The Contractor shall provide the following with bid:

- **Attachment E- Experience and Qualifications**
- **Contractor License(s) and Business License**
- **Provide documented proof of an in-house professional structural engineer and roof consultant or contracted agreement as such is required to support the scope. (Note: The Contractor is also responsible for providing crane and rigging services, and professional structural engineering services as needed to support the scope).**
- **Completed background certificate-Attachment B**
- **A performance and payment will not be required at the time of bid submission but will be required of awarded contractors for any on-call or as needed work that is over \$100,000.**

*Failure to provide required documents may result in rejection of bid.

ATTACHMENT B-Background Certificate

I certify that the applicant firm is in compliance with the *Code of Virginia* §22.1-296.1, regarding providing certification from the company and any employee that will come in direct contact with students, for the provision of services under this contract.

I certify that the applicant firm and any of its employees, that will come in direct contact with students, have (i) never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

BY: _____ (SIGNATURE)
_____ (PRINTED NAME)
_____ COMPANY
_____ BUSINESS ADDRESS

----- DATE

Employee Certifications (Employees that will come in direct contact with students)

I certify that I have (i) never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (ii) convicted of a crime of moral turpitude. Please use additional pages if needed.

Printed Name	Signature
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Attach certification sheets as necessary)

ATTACHMENT C

MINORITY AND WOMAN-OWNED BUSINESS PROGRAM

The City of Hampton is implementing new strategies to solicit and utilize minority and woman-owned businesses. To encourage and sustain utilization of minority and woman owned businesses, subcontracting goals have been established for City contracts of \$100,000 and above. The minority and woman-owned subcontracting goals are established by business categories.

The subcontracting goals established for this contract include:

Minorities (MBE) 4.34% Non-minority women (WBE) 3.82%

Solicitation meetings will be held on contracts \$100,000 and above to assist in attaining the contract minority and woman owned business goals.

The City requires that each minority and woman-owned business become a certified Small, Woman and Minority owned business (SWAM) by the Virginia Department of Small Business and Supplier Diversity (SBSD).

Any minority or woman-owned business that is not a certified SWAM vendor will not be considered for meeting the contract goals as established.

Prime Contract solicitations require bidders to include, as part of their proposal or bid, a subcontracting plan to include certified minority and woman-owned vendors during the course of the contract work.

- A listing of all certified minority and woman-owned subcontractor vendors
- The dollar value of each subcontract
- A description of type of work to be performed under each contract
- SWAM certification number and contact information for each minority and woman-owned firm

Prime Contractor subcontractor/supplier solicitation information will be submitted to document firms contacted for quotes.

Prime Contractor solicitations and resulting contracts will require each successful bidder to report actual subcontract payments quarterly to the City Procurement Department to ensure accurate utilization records.

Prime Contractors are to submit quarterly sub-contractor payment information on all certified minority and woman-owned vendors no less than quarterly after the Notice to Proceed (NTP) is issued by the Public Works Department.

Failure of a Prime Contractor to submit required documentation to the City can result in the withholding of a payment and/or other sanctions imposed by the City of Hampton.

All bids submitted must include a subcontracting plan to be considered when determining the lowest responsible and responsive bidders by the City.

Changes to the subcontracting plan will require approval from the Procurement Office and Minority Business Program Office during the life of the contract.

Failure of a contractor to adhere to its subcontracting plan may under certain circumstances, result in future loss of contracts and/or debarment from bidding by the City of Hampton.

In these cases contractors will be requested to submit documentation of good faith efforts used to meet their subcontracting plan. Determination of efforts will be made on an individual contract basis. It is recommended that contractors pre-qualify or determine the subcontractors' capabilities prior to subletting work.

Good Faith efforts are documented reasonable steps taken to achieve a contract goal. These efforts are those taken by a bidder actively and aggressively trying to obtain the established goal. Mere pro forma efforts are not good faith efforts. It is not intended to be a mandatory checklist nor is it intended to be exclusive or exhaustive. **Other factors or types of efforts may be relevant in appropriate cases. The following is a list of types of actions which are considered good faith efforts:**

- Soliciting through reasonable and available means (pre-bid meetings, advertisements, phone calls, community organizations, etc.)
- Selecting portions of the work to be subcontracted out to increase the likelihood that a contract goal can be achieved.
- Providing interested firms with information necessary to respond in a timely manner to a request for solicitation
- Effectively using the services of available minority and woman-owned organizations, local, state and federal small business assistance offices, etc.

Documentation of such efforts can include a listing of M/WBE firm names, contact information, description of information provided and dates received quotes, etc.

(Please note: this requirement should not be construed as authorizing or directing the exclusion of non-SWAM owned businesses; rather, the purpose is to include as many qualified businesses as possible).

Any Prime Contractor that is a SBSB certified minority or woman-owned vendor that is awarded a contract of \$100,000 and above is not required to submit the above information as the Prime Contractor is itself such a certified business. This does not, however, relieve such a Prime from the obligation to achieve both contract goals during the life of the contract. The City of Hampton reserves the right to review subcontracting plans and good faith efforts to ensure that both goals are achieved.

The City of Hampton will utilize a performance evaluation process that will include documenting the quality of work and business practices of all vendors used on City contracts of \$100,000 and above.

The suggested forms are attached for use by bidders to ensure consistent submission of required data.

**Form 1
CITY OF HAMPTON**

DEPARTMENTAL MINORITY AND WOMAN-OWNED BUSINESS SOLICITATION

TELEPHONE RECORD FOR GOODS AND SERVICES

Date	Department	Bidder #1	Bidder #2	Bidder #3
Firm name				
Address				
Phone no.				
Fax no.				
Email address				
Quantity	Item description	Unit Price/Total Price	Unit Price/Total Price	Unit Price/Total Price

Completed by: _____ Date: _____

Department Director: _____

**Form 2
CITY OF HAMPTON**

**SUBCONTRACTOR/SUPPLIER UTILIZATION FORM
POTENTIAL MINORITY AND WOMAN-OWNED BUSINESS PARTICIPATION**

Project no. _____ Date submitted: _____

Bid goal % _____ Total Contract Value _____

Firm name	Certification no.	Type (M/W)	Percent bid	Dollar value	Type of work

I/We propose that the certified SBSB businesses will be used on this contract as stated herein and assure that during the life of the contract. I/We will meet the goal established by the City of Hampton.

Bidder _____

Signature _____

Title _____ Date _____

**Form 3
CITY OF HAMPTON**

SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION FORM (ALL)

Project no. _____ Date _____

The bidder certifies that this form accurately represents its solicitation and utilization or non-utilization as indicated of the SBSD certified minority and woman-owned businesses listed below for performance of work on this project. The bidder certifies that he/she has had direct contact (email, fax, phone) with the named firms regarding performing work on this project.

Bidder _____ Signature _____

Vendor no.	Name of firm	Telephone no.	SWAM Yes/No	Utilized Yes/No

Form 4
CITY OF HAMPTON
MINORITY AND WOMAN-OWNED BUSINESS PAYMENT REPORT

Contractor _____ Date _____

Project no. _____ Reporting period _____ to _____

Firm name	Certification no.	SWAM type (M/WBE)	This quarter	To date	Type of work
Total dollar value amount paid to date to SWAM vendor					

I/We certify that the information provided is accurate, current and complete to the best of my/our knowledge.

Company _____

Print name _____ Title _____

Frequently Asked Questions (FAQ's) - MBE & WBE Goals

1. How do I know if there is a goal on a project?

It will be mentioned in the ITB (Invitation to Bid) or RFP (Request for Proposal). Bidders are encouraged to utilize certified SWaM vendors towards their efforts in meeting the MBE and WBE goals.

2. What is a SWaM vendor?

SWaM is the acronym for Small, Women and Minority owned businesses. A SWaM vendor is a business that has been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) and is listed in the SWaM Vendor Directory.

3. Where can I find a list of SWaM certified MBE and WBE businesses?

A list of certified SWaM businesses can be found on the following website:

- Virginia Department of Small Business and Supplier Diversity
<https://directory.sbsd.virginia.gov/#/>.
 - The SBSBD website allows searches by company name, SWaM type, NIGP commodity code or description and Zip & NIGP Code.

4. Is it possible to meet both the MBE and WBE goals utilizing one contractor?

No. It is not possible to meet both the MBE and WBE goals utilizing one contractor. These are two separate goals; one for MBE and one for WBE and are independent of each other.

5. I have worked with a minority owned business in the past, but they are not SWaM certified, can I still use them towards meeting the goal?

No. The City requires that each minority and woman-owned business become SWaM certified by SBSBD. Any minority or woman-owned business that is not a certified SWAM vendor will not be considered for meeting the contract goals as established.

6. I am a Minority /Woman Owned Business, but I am not SWaM certified, how do I get certified?

As found on the SBSBD website, there are four steps to get certified: Complete an online application, Print out your application, Collect your supporting documentation on the checklist and send the signed application form to the SBSBD. Visit their website at www.sbsd.virginia.gov to start the process.

7. I am a SWaM certified minority / woman owned business, do I still need to meet the MBE and WBE goals?

Yes. The City of Hampton encourages all prime contractors bidding on a project to document efforts and meet the goals.

8. *Can I utilize vendors certified as a Small Business (S) that I found on the City of Hampton's Directory or the Virginia Department of Small Business and Supplier Diversity Directory?*

You can, but it won't be counted towards meeting the MBE and WBE goals. To meet the MBE goal a business needs to be certified as a Minority Owned Business Enterprise (M), Minority Owned Small Business Enterprise (MS). To meet the WBE goal a business needs to be certified as a Woman Owned Business Enterprise (W) or Woman Owned Small Business Enterprise (WS).

9. *Which forms do I have to turn in at bid opening?*

There are 3 forms in your bid response forms pertaining to the Minority Business Program. At time of bid opening, submit Form 1 (Solicitation Telephone Record for Goods and Services), Form 2 (Subcontracting/Supplier Utilization Form) and Form 3 (Subcontractor/Supplier Solicitation and Utilization Form). *If awarded a contract, Payment Information will need to be submitted MONTHLY during the course of the contract using Form 4 (Minority and Woman-Owned Business Payment Report).*

10. *Which is the official form to list the Minority and Woman Owned subcontractors I am proposing to utilize on the project?*

Fill out Form 2 (Subcontracting/Supplier Utilization Form) completely. Bidders must include this form as part of their proposal or bid to list certified minority and woman-owned vendors they plan to utilize on the project. This form should include information on:

- The dollar value and percentage for each subcontractor
- A description of type of work to be performed
- SWAM certification number and contact information for each minority and woman-owned firm

11. *I contacted a SWaM certified minority/women owned business, but I won't be utilizing them, how do I document this?*

Fill out Form 2 (Subcontractor/Supplier Solicitation and Utilization Form) completely.

12. *How do I document good faith efforts?*

Fill out Form 2 (Subcontractor/Supplier Solicitation and Utilization Form Solicitation) completely. Documentation of such efforts can include a listing of M/WBE firm names, contact information, description of information provided and dates received quotes, etc.

13. *If awarded a contract, on what form do I report the payments made to subcontractors?*

Successful bidders on City contracts will be required to report actual subcontract payments quarterly to the City Department to ensure accurate utilization records. Fill out Form 4 (Payment Information) completely to report this information.

14. At what point must a vendor be SWaM certified in order to be counted towards meeting the MBE and WBE goals?

By the bid opening date when an Invitation to Bid (ITB) is due.

15. Who can I contact if I have specific questions or need additional help finding certified minority or woman owned businesses?

You can contact the City of Hampton's Minority Business Office located within the Economic Development Department at (757) 728-5179.

Revised date: April 16, 2019

ATTACHMENT D-HCS LOCATIONS

	HCS LOCATION	PHONE	ADDRESS
1	Aberdeen Elementary	757-825-4624	1424 Aberdeen Rd. Hampton, VA 23666
2	Andrews PreK-8	757-268-3333	3120 Victoria Blvd. Hampton, VA 23661
3	Armstrong Elementary	757-727-1067	3401 Matoaka Road Hampton, VA 23661
4	Asbury Elementary	757-850-5075	140 Beach Road Hampton, VA 23664
5	Barron Elementary	757-850-5100	45 Fox Hill Road Hampton, VA 23669
6	Bassette Elementary	757-727-1071	671 Bell Street Hampton, VA 23661
7	Bethel High School	757-825-4400	1067 Big Bethel Rd. Hampton, VA 23666
8	Albert W Patrick III Elementary	757-850-5096	160 Apollo Drive Hampton, VA 23669
9	Bridgeport Academy/Campus at Lee	757-727-1225	1646 Briarfield Rd. Hampton, VA 23669
10	Bryan Elementary	757-727-1056	1021 N. Mallory Street Hampton, VA 23663
11	Burbank Elementary	757-825-4642	40 Tidemill Lane Hampton, VA 23666
12	Mary T. Christian Elementary	757-850-5092	2009 Andrews Blvd. Hampton, VA 23663
13	Cooper Elementary	757-825-4645	200 Marcella Rd. Hampton, VA 23666
14	Eaton Middle School	757-825-4540	2108 Cunningham Dr. Hampton, VA 23666
15	Forrest Elementary	757-825-4627	1406 Todds Lane Hampton, VA 23666
16	Hampton High School	757-825-4430	1491 West Queen St. Hampton, VA 23669
17	Jones Middle School	757-850-7900	1819 Nickerson Blvd. Hampton, VA 23663
18	Kecoughtan High School	757-850-5000	522 Woodland Rd. Hampton, VA 23669

19	Kraft Elementary	757-825-4634	600 Concord Dr. Hampton, VA 23666
20	Langley Elementary	757-850-5105	16 Rockwell Rd. Hampton, VA 23669
21	Lindsay Middle School	757-825-4560	1636 Briarfield Rd. Hampton, VA 23661
22	Machen Elementary	757-727-2900	20 Sacramento Dr. Hampton, VA 23669
23	Phenix PreK-8	757-268-3500	1061 Big Bethel Rd. Hampton, VA 23666
24	Phillips Elementary	757-850-5079	703 Lemaster Ave. Hampton, VA 23669
25	Phoebus High School	757-727-1000	100 Ireland St. Hampton, VA 23663
26	Smith Elementary	757-850-5088	379 Woodland Rd. Hampton, VA 23669
27	Ann H. Kilgore Gifted Center	757-850-5032	339 Woodland Rd. Hampton, VA 23669
28	Syms Middle School	757-850-5050	170 Fix Hill Rd. Hampton, VA 23669
29	Tarrant Middle School	757-825-4520	1435 Todds Lane Hampton, VA 23666
30	Mary W. Jackson Fundamental Elementary	757-825-4641	113 Wellington Dr. Hampton, VA 23666
31	Mary S. Peake Elementary	757-727-1075	57 Salina Street Hampton, VA 23669

LOCATIONS This list is not all inclusive. The City reserves the right to add or remove locations.

ATTACHMENT E-Experience and Qualifications

EXPERIENCE AND QUALIFICATIONS (TO SUPPORT RESPONSIBILITY DETERMINATION)

1. Experience:
 - a. How many years has your company been in business as a Contractor under its present business name? _____
 - b. Do you have any prior names; if yes, please list them:

2. How many years of experience in this type of construction work does this bidder have?
 - a. As a Contractor? _____
 - b. As a Subcontractor? _____
3. Provide a list of uncompleted contracts/projects at present held by this bidder. (attach supplemental sheet if necessary)

Contract/Project	Type of Work	Amount	% Complete

4. List the bidder's crew foremen and supervisors proposed for this project and their years of related experience:

Name	Years of Experience	Dates of Employment with Bidder

5. What construction equipment does this bidder own that is available for the proposed work? (attach supplemental sheet if necessary)

6. Does this bidder plan to subcontract any part of this work? If so, list name, address, years of experience, and type and amount of work to be performed by each Subcontractor.

7. Provide a list of projects similar in character and scope to the Work specified under this Contract which have been successfully completed by this bidder during the past three years. (attach supplemental sheet if necessary)

(The term "completed" means accepted and final payment received from the City or authorized representative)

Location & Type of Work	City's Name and Address	Contact person (name and telephone)	Date Completed	Contract Price

8. Have you ever performed work for a municipal corporation, local governing body, or similar agency previously? (If all such bodies are listed under 8, this question need not be completed.)

9. Bidder Responsibility:

a. Has your company ever failed to complete any work awarded to it? _____ If yes, give name of city, name of Bonding Company and circumstances:

b. Has your company ever been debarred by the Federal Government or by the Commonwealth of Virginia, by any other state, or by any other locality?

Yes _____ No _____ If yes, please provide details:

c. Has your company ever had any judgments entered against it for breach of contract for construction? _____ If yes, please provide details:

d. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet if necessary)

10. State approximate largest dollar volume of work performed by your company in one year:

11. Give two (2) Banking Institution References:

a. Name: _____
Address: _____
Credit Available: _____

b. Name: _____
Address: _____
Credit Available: _____

12. List three (3) material suppliers and amount of credit available:

a. Name: _____
Address: _____
Credit Available: _____

b. Name: _____
Address: _____
Credit Available: _____

c. Name: _____
Address: _____
Credit Available: _____

13. List current insurance coverage:

14. Bonding reference: List surety company and highest coverage:

15. Have you or your authorized representative, personally inspected the location of the proposed Work, and do you have a clear understanding of the requirements of the Bid Documents?
