

REQUEST FOR PROPOSAL

CENTRAL HIGH SCHOOL & LAWSON MARRIOTT ELEMENTARY SCHOOL BATHROOM REMODELS

RFP No: 23-001
November 16, 2022

County of King and Queen
King and Queen County School Board
Office of Budget and Finance
242 Allen's Circle – 2nd Floor
King and Queen CH, VA 23085
Phone: (804) 785-5981 Fax: (804) 785-5686

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of Budget and Finance, 2nd Floor, 242 Allen's Circle, King and Queen CH, Virginia, 23085, through the due date and hour shown below (local prevailing time).

SCOPE OF WORK: The purpose of this Request for Proposal (RFP) is to solicit proposals for a contractor to renovate a bathroom at Central High School and Lawson Marriott Elementary School. **A mandatory pre-proposal conference shall be held on November 28, 2022 starting at Central High School, 17024 The Trail, King and Queen Court House, VA 23085 at 11:00 am and then will proceed to Lawson Marriott Elementary.**

BID DUE: December 15, 2022 by 3:00 p.m.

Buyer/Purchasing Agent: _____

Emma L. Hundley, Chief Financial Officer, (804) 785-5981 ehundleyt@kqps.net

ONE ORIGINAL AND ONE COPY OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this request for proposal and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____ E-mail: _____

Federal Tax ID #: _____ Business License No.: _____ Jurisdiction: _____

Virginia State Corporation Commission Identification Number: _____ (Required for Award)

Print Name: _____ Title: _____

Signature: _____ Date: _____

NOTICES

Copies of the Bid Documents may be obtained at the Budget and Finance Office located in County Office Building, 242 Allen's Circle, King and Queen CH, Virginia, at no charge. You may also download this bid at <http://www.kgps.net> on the division website.

Inquiries regarding the technical aspects of this need and the bidding procedures of this solicitation should be directed to Emma L. Hundley, Chief Financial Officer at (804) 785-5981.

BACKGROUND

King and Queen County Public Schools is approximately 640 student rural school division with two PK-6 grade elementary schools and one grade 7-12 high school. Central High School currently has approximately 275 students attending in grades seven through twelve. Lawson Marriott Elementary School currently has approximately 195 students attending in grades Pk-6.

PURPOSE

The School Board is accepting proposals for a contractor to renovate a bathroom at Central High School and a bathroom at Lawson Marriott Elementary. The selected contractor will provide the School Board with professional services to realize the successful implementation of all aspects of the scope of work.

SCOPE OF WORK

Lawson Marriott Elementary – 1599 Newtown Rd, St. Stephens Church, VA 23148: Remodel/upgrade of existing restroom across the hall from the main office in order to provide an updated and fully functional restroom facility.

- Redesign of restroom to include a minimum of two partitioned toiled stalls and two urinals with privacy panels
- New tile on floors and walls (from floor to ceiling or to existing line)
- Installation of drop ceiling
- Replace existing light fixtures with LED flat panel fixtures
- Install new toilets, urinals and sinks
- If sink supply and drains are exposed, install safety covers
- Install new touchless, automatic flush valves and faucets
- Install new trap piping, supply valves, floor drain covers and clean out covers
- Install new toilet and urinal flanges as needed
- Replace in-room, cold water spigot
- Replace in-room, wall mounted heater
- Repair/replace existing exhaust fans
- Install shatterproof safety mirrors
- Paint walls
- To include all labor and materials to complete the project
- To include any and all demolition and debris removal

Central High School – 17024 The Trail, King & Queen CH, VA 23085: Remodel/upgrade of existing restroom located on the main hall in order to provide an updated and fully functional restroom facility

- New tile on floors and walls (from floor to ceiling or to current line)
- Replace existing ceiling tile
- Replace existing light fixtures with LED flat panel fixtures
- Replace existing toilet partitions
- Install new urinal partitions
- Install new toilets, urinals, and sinks
- If sink supply and drains are exposed, install safety covers
- Install new touchless automatic flush valves and faucets
- Install new trap piping, supply valves, floor drain covers and clean out covers

- Install new toilet and urinal flanges as needed
- Replace in-room, cold water spigot
- Repair/replace existing exhaust fans
- Install shatterproof safety mirrors
- Paint walls
- To include all labor and materials to complete the project
- To include any and all demolition and debris removal

PROPOSAL REQUIREMENTS

- Proposals should include a brief description of the firm, including firm history, expertise, and organization structure.
- Proposals shall be signed by an authorized representative of the firm. By submitting a proposal, the firm certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.
- A list of three past and current clients. Include name, address, phone number and a provide a brief description of the services provided and dates of service.
- Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer capabilities for satisfying the requirements of the RFP.
- Timeline of project.
- The Respondent's proposal shall include: the completed and signed RFP cover page; One (1) manually signed original and four (4) copies of the proposal shall be submitted. Each copy of the proposal shall be bound in a single volume where practical.
- As part of the proposal contractors and subcontractors must meet the Davis-Bacon Act prevailing wage requirements and will be required to show proof if necessary.
- Any information thought to be relevant, but not specifically applicable to the enumerated scope of work, may be provided as an appendix to the proposal.
- Proposals should include the itemized cost of the two locations separately. (i.e. Lawson Marriott project itemized cost \$\$\$ and Central High School itemized project cost \$\$\$)

EVALUATION CRITERIA

Evaluation Criteria: Proposals shall be evaluated by the selection committee using the following criteria:

Criteria	Point Value
Completeness of response to RFP as outlined in this solicitation	25 points
Expertise, experience, and qualifications of contractor	20 points
Implementation schedule and project timeline	25 points
Cost of services	30 points
Total points possible	100 points

EVALUATION PROCESS

King and Queen County Public Schools will use the competitive negotiation process (as outlined in the Virginia Procurement Act, specifically (§§ 2.2-4301 and 2.2-4302.2)

AWARD OF THE CONTRACT

The School Board shall reserve the right to negotiate with any company/supplier submitting a response to alter, clarify, or further enhance the company's proposals and/or any contract arising out of the acceptance of the response.

METHOD OF PAYMENT

Invoices shall be submitted directly to Accounts Payable. You may submit invoices electronically to mgonzalez@kqps.net or mail them to:

King and Queen County Public Schools
Attn: Accounts Payable
P.O. Box 97
King and Queen C.H., VA 23085

All payments will be made in accordance with the Code of Virginia’s Prompt Payment provisions. *Code of Virginia §2.2-4347 & 2.2-4352*

EXCEPTIONS

Bidder must sign the appropriate statement below, as applicable:

() Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

() Bidder takes exception to terms, conditions, requirements, or specifications stated herein (Bidder must itemize all exceptions below, and return with this IFB):

Firm: _____

Signature: _____

Bidders should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

ADDENDA

No. _____
No. _____
No. _____

ACKNOWLEDGED

Initial _____
Initial _____
Initial _____

GENERAL TERMS AND CONDITIONS

1. Governing Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any litigation with respect thereto shall be brought in the courts of King and Queen County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).
2. Anti-Discrimination: By submitting their bids, bidders certify they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (§ 2.2-4343.1E, *Code of Virginia*). In every contract over \$10,000 the provisions in "a" and "b" below apply:
 - a. During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - b. The Contractor will include the provisions of "1" above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.
3. Ethics in Public Contracting: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or sub-contractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
4. Immigration Reform And Control Act Of 1986: By submitting their bids, bidders certify that they do not and shall not during the performance of this contract, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986, as amended* (§ 2.2-4311.1 *Code of Virginia*).
5. Debarment Status: By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia or any government entity from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
6. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the School Board of King and Queen County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the School Board of King and Queen County under said contract.
7. Mandatory Use of School Board Forms and Terms and Conditions: Failure to submit a bid on the School Board document may be a cause for rejection. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, the Purchasing Agent reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject the submittal or find it as nonresponsive. As a precondition of acceptance, the Purchasing Agent may, in his sole discretion, request the bidder withdraw or modify nonresponsive portions of their submittal that do not affect quality, quantity, price, or delivery.
8. Clarification of Terms/Addenda: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer and posted on the public posting board in the School Board Office. Addendums may also be on the division website at <http://www.kqps.net>. It is the bidder's sole responsibility to ensure they have obtained any and all addenda prior to submittal of their bid.

9. Payment: A. Payment terms shall be monthly invoice Net 45 days unless otherwise stated by the bidder on this solicitation. Alternative terms may be offered by the bidder for prompt payment of bills. B. Payment terms may be considered in determining the low bid. C. Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest. D. The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. E. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act, (1% per month) (§ 2.2-4352, *Code of Virginia*).
10. Drug Free Workplace: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free 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 sub-contractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of who 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.
11. Availability of Funds: It is understood and agreed between the parties herein that the School Board shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement, ref § 15.2 Chapter 25 *Code of Virginia*.
12. Precedence of Terms: The General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
13. Identification of Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified with the Bidder's Name, Solicitation Number and Due Date and Time. Prices or changes shown on the outside of an envelope is not acceptable and will not be considered.
14. Late Bids: To be considered for selection, bids must be received by Budget and Finance Office (or designated issuing office) by the designated date and hour. The official time used for the receipt of bids is that time recorded in the Budget and Finance Office. Bids received in Budget and Finance Office after the date and hour designated are non-responsive and will not be considered. The School Board is not responsible for delays in the delivery of mail by the U. S. Postal Service, private courier, or any inter-departmental mail distribution. It is the sole responsibility of the bidder to ensure that its bid reaches Budget and Finance Office by the designated date and hour. If the School Board is closed for business at the time scheduled for a sealed bid opening, the bids will be accepted and opened on the next business day of the School Board, at the originally scheduled hour.
15. Qualification of Bidders: The Purchasing Agent may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Purchasing Agent all such information and data for this purpose as may be requested. The School Board reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. The School Board reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Purchasing Agent further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Purchasing Agent that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
16. Additional Information: The School Board reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Purchasing Agent deems desirable. By submitting their bids, bidders certify they understand these prohibitions, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of these prohibitions are breach of contract and can result in default action being taken by the School Board.
17. Withdrawal of Bid Due to Error: Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two days after bids are publicly opened. Work papers showing evidence of error(s) are requested and may be approved by the Purchasing Agent. (*Code of Virginia*)
18. Negotiation with the Lowest Bidder: Unless all bids are cancelled or rejected, the School Board reserves the right granted by *the Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the department whenever such low bid exceeds the using department's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds, which were budgeted by the Board for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Purchasing Agent shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that negotiations are desired for a lower contract price.
19. Evaluation and Award: Awards are determined from bids received from the lowest responsive and responsible bidder, unless "Best Value" is stated in the solicitation. Evaluation will be based on net prices. Unit prices, extension and grand totals must be shown. However, the Purchasing Agent reserves the right on multiple item procurements to make an award either in whole or in part, whichever is deemed in the best interest of the School Board of King and Queen County. In case of arithmetical errors, the unit price shall govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making

awards. The Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award. ref. § 2.2-4319 and § 2.2-4359, *Code of Virginia*. Bidders agree that decisions of the Purchasing Agent are final, and shall hold harmless the School Board, its departments, directors, employees, and consultants, others involved in solicitation and selection, and the successful provider. The submission of a bid indicates acceptance of this condition.

20. Award Notices: Awards or Decision's to Award shall be posted on the public posting board in the King and Queen County School Board Office. It may also be posted at: <http://kqps.net>.
21. Protest of Award or Decision to Award: Any bidder who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Bidder appeals within ten (10) days.
22. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the School Board.
23. Modification of Contract: No contract or purchase order may be modified or changed by amendment, change order, or any other agreement without the prior approval of the Purchasing Agent or designee unless (i) such modification, in the aggregate, do not increase the amount of the contract by more than twenty-five (25) percent of the original amount of the contract or fifty thousand dollars (\$50,000), whichever is greater, (ii) such changes are the result of unforeseen circumstances or changed conditions encountered during the progress of the performance of the contract, and (iii) such changes are directly related to the performance of the contract. Extensions of time to perform a contract may be granted without prior approval of the Purchasing Agent or designee provided such extensions involve no increase in cost to the School Board. In no event shall the aggregate of all modifications increase the cost of the Contract beyond the appropriated project amount.
24. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Purchasing Agent, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the School Board may have.
25. Taxes, Fees and Surcharges: Sales to the School Board of King and Queen County, Virginia are normally exempt from State sales tax. A State sales and use tax certificate of exemption (Form ST-12) will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. The School's Excise Tax Exemption Registration Number is **54-6001375**. Additionally, no additional fees or surcharges may be passed to the School Board. This includes but is not limited to any type of fuel surcharge.
26. Cancellation of Contract: The Purchasing Agent reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. Contractors may request cancellation of their contract, upon 90 days written notice to the School Board. The Contractor shall be responsible for delivering their goods or services during this period at the contracted price.
27. Contractual Disputes: Claims arising out of this contract, whether for money or other relief, may be submitted to the School Board of King and Queen County, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Agent. The Purchasing Agent shall render his/her decision within thirty (30) days. The Contractor may then appeal the Purchasing Agent's decision to the Division Superintendent, whom shall render a final decision within forty-five (45) days.
28. County Business License: If applicable, the Contractor shall pay for and obtain a County Business License before commencing work. All sub-contractors doing over \$25,000 in work shall likewise obtain a business license before commencing work. All Contractors must be licensed to do business within the Commonwealth of Virginia, as required by the *Code of Virginia* § 54.1-1100 thru 1117, 58.1-3714 thru 15, 58.1-3703.1.
29. Indemnification: Contractor agrees to indemnify, defend and hold harmless the School Board, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
30. Cooperative Agreement: This solicitation is being conducted under the provisions of § 2.2-4304 of the *Code of Virginia*, "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the solicitation, if solicitation specified that the procurement was being conducted on behalf of the other public bodies. If authorized by the Contractor(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contract(s) shall place its own order(s) directly with the successful Contractor(s). The Budget and Finance Office Department of King and Queen County Public Schools, Virginia, acts as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Bidders desiring to offer to other jurisdictions under this clause should so indicate in their response.

SPECIAL TERMS AND CONDITIONS

1. Criminal Background Check:

- (a) In order to determine whether, in the interest of public welfare and safety, an employee of a Contractor contracting with any School Board agency and each applicant for School Board volunteer service may be disqualified from such employment or service by reason of a criminal record, the Superintendent or designee (in this case the Purchasing Agent is the designee), who must be a School Board employee, may require the Contractor's employee or volunteer to provide personal descriptive information and to submit to a criminal background check. The Contractor contracting with any School Board agency shall pay the cost of the criminal records check. The volunteer will not be required to pay the cost of the criminal records check.
- (b) The Division Superintendent or designee, who must be a School Board employee, may require that a criminal background check be conducted on an employee of a Contractor contracting with any School Board agency and applicants for School Board volunteer service where the anticipated duties or responsibilities of the employee or volunteer will involve (i) unsupervised access to public records or to personal information as defined in § 2.2-3801 of the *Code of Virginia*; (ii) accountability for public funds in excess of \$2,500.00; (iii) unsupervised access to School Board supplies; (iv) entry into secured areas outside of working hours without a School Board employee; (v) right of entry onto private property without a School Board employee; or (vi) proximity to children, the elderly or disabled on a one-on-one basis with minimal supervision.
- (c) The Division Superintendent or designee may require a Contractor's employee or volunteer whose duties do not fall within the duties enumerated in section (b) to submit to a criminal background check in the interest of protecting the public safety where there is reasonable cause to believe the Contractor's employee or volunteer is not suitable for such employment or service or for other unique employment or volunteer service.
- (d) The criminal history record information regarding such Contractor's employee or volunteer may be obtained through the Central Criminal Records Exchange or other appropriate qualified private source and may include the following: Employment records/Employee references; criminal background records/information; criminal background check/fingerprint; driver's license check; automobile insurance check; Social Services central registry check; training/experience check; personal references and addresses.
- (e) As a condition of awarding a contract for the requested services that require the Contractor or his employees to have direct contact with students or perform any work on school property, the Contractor is required to provide certification to the School Board of King and Queen County that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child (§ 22.1-296.1, *Code of Virginia*).
- (f) The criminal history record information provided in accordance with this section shall be used solely to assess eligibility for employment as a Contractor's employee or volunteer service and shall not be disseminated to any person not involved in the assessment process. If a Contractor's employee or volunteer is denied employment or service because of information appearing in his or her criminal record history, the Division Superintendent or designee shall notify the Contractor or volunteer that information from the Virginia Central Criminal Records Exchange or other appropriate qualified private source contributed to such denial.

2. Work Site Damages: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the School Board's satisfaction at the Contractor's expense. Further, the Contractor acknowledges that it is their sole responsibility to safeguard all worksite materials from loss, theft or vandalism during the performance of the Contract.

3. Independent Contractor: The Contractor shall not be an employee of King and Queen County School Board but shall be an independent Contractor. Nothing in this agreement shall be construed as authority for the Contractor to make commitments, which shall bind King and Queen County School Board or to otherwise act on behalf of King and Queen County School Board, except as King and Queen County School Board may expressly authorize in writing.

4. Insurance: By signing and submitting a quotation under this solicitation, the bidder certifies that if awarded the contract, it will have the following minimum insurance coverage(s) at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 2.2-4332 and § 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverage(s) during the entire term of the contract and that all insurance coverage(s) will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Bidder shall provide a Certificate of Insurance naming the King and Queen County School Board as an Additional Insured for any work done on school property at the bidder's expense. If requested, the bidder shall provide a Certificate of Insurance naming King and Queen County School Board as an Additional Insured for any work done on School Board property at the bidder's expense. Note: Actual limits and aggregates may be increased or decreased for specific projects during negotiation, or as the Purchasing Agent assesses the amount of risk.

Minimum Insurance Coverage(s) and Limits required for most Contracts:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the School Board of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 - b. Employer's Liability - \$100,000.
 - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The School Board of King and Queen County must be named as an additional insured and so endorsed on the policy.
 - d. Automobile Liability - \$1,000,000 – per occurrence.
5. Grants: If any resulting contract is issued under a State/Federal Government Grant or contract/subcontract, it shall be subject to the clauses and conditions of that grant or contract/subcontract and all applicable federal regulations.
6. Ownership of Materials: Ownership of all data, material and documentation originated and prepared for the School Board pursuant to the IFB shall belong exclusively to the School Board and is subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the bidder shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the bidder must invoke the protection of this section prior to the submission of the data or other materials to be protected and state the reasons why protection is necessary (§ 2.2-4342, *Code of Virginia*).
7. Patient Protection and Affordable Care Act: If awarded a contract under this bid, contractor/bidder assumes full responsibility for monitoring, recordkeeping and compliance with all regulations of the Patient Protection and Affordable Care Act for all of its employees and subcontractors.
8. Renewal of Contract: The resulting Contract(s) from this solicitation shall be for a period of one (1) year beginning from the date of award. The School Board reserves the sole right to renew the Contract, thereafter, for two (2) additional one (1) year periods under the terms and conditions of the original Contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Notice of the School Board's intention to renew the Contract may be given prior to the expiration date of each period, however the Contractor's performance in any renewal or extension period without notice from the School Board will constitute acceptance of an additional Contract period.
- A. If the School Board elects to exercise the option to renew the Contract for an additional one (1) year period, the price(s) for the additional term shall not exceed the price(s) of the original Contract increased/decreased by no more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - B. If, during any subsequent renewal periods, the School Board elects to exercise the option to renew the Contract, the price(s) for the subsequent renewal period shall not exceed the price(s) of the previous renewal period increased/decreased by no more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the last twelve months for which statistics are available.
- Additional Contract Extension: If the School Board identifies the services provided by the Contractor to be acceptable through all renewal periods, the School Board reserves the sole right to re-negotiate and extend the Contract for up to one (1) additional one-year extension if deemed to be in its best interest.
9. Supremacy Clause: Notwithstanding any provision in the bidder's response to the contrary, the bidder agrees that the terms and conditions contained in the School Board's Bid shall prevail over contrary terms and/or conditions contained in the bidder's response.