



Chesapeake Public Schools

Purchasing Department
School Administration Building
312 Cedar Road
Chesapeake, Virginia 23322

DATE: June 24, 2009

FROM: Chesapeake Public Schools

RE: Invitation to Bid

BID NO: **02-0910** **STOREFRONT DOOR REPLACEMENTS – INDIAN RIVER
HIGH SCHOOL**

We are pleased to invite your bid. Attached hereto you will find the necessary documents giving information and instructions pertaining to your bid:

1. Invitation to bid This sheet provides you with the basics information concerning opening of bids, time factors, proper address for submitting your bid, and identifies the authorized representative of the school system who will be your contact.
2. Conditions of Bid Contained within the Conditions of Bid are the provisions and terms governing your bid. Please read these pages carefully as they are an integral part of the bid and any potential award.
3. Specification/Bid Form This document indicates the exact nature of our needs. When specifications/bid forms for equipment, material, and supplies are provided they are to be completed by the vendor and returned with your response.
4. Letter of Transmittal Please complete this form in its entirety, sign in the appropriate place, and submit with your response.

INVITATION TO BID

DATE: **June 24, 2009**

BID NO: **02-0910**

BID TOPIC: **STOREFRONT DOOR REPLACEMENTS – INDIAN RIVER HIGH SCHOOL**

BIDS MUST BE RECEIVED AND REGISTERED NO LATER THAN:

Hour: **2:00 p.m.**

Date: **July 8, 2009**

Deliver **Forice Robinson, Buyer, Chesapeake Public Schools**
or **School Administration Building, 312 Cedar Road**
Mail to: **Chesapeake, Virginia 23322**

ABSOLUTELY NO BIDS WILL BE ACCEPTED AFTER THE ABOVE LISTED HOUR.

TO BE OPENED: Time **2:05 p.m.** Date **July 8, 2009**

Place: School Administration Building
 Purchasing Department
 312 Cedar Road
 Chesapeake, Virginia 23322

ANYONE INTERESTED IN ATTENDING THIS OPENING WILL BE WELCOME. IT IS REQUESTED THAT ALL ATTENDING BE ON TIME.

***AUTHORIZED REPRESENTATIVE OF CHESAPEAKE PUBLIC SCHOOLS:**

Name _____ Forice Robinson Phone No. (757) 547-0265

Title _____ Buyer

DELIVERY:

All material may be shipped and/or all work

To commence **as stated in the bid specifications**
With completion **as stated in the bid specifications**

***PLEASE DIRECT ANY INQUIRIES TO THE AUTHORIZED REPRESENTATIVE**

Chesapeake Public Schools
General Bid Conditions
For
Equipment, Supplies And Contract Services

The conditions set forth herein apply to all equipment, supplies, and contracted services bid to the Chesapeake Public Schools. All bidders are bound, will adhere to and comply with these conditions. **Please read these conditions carefully** as they are an integral part of the agreement and contract awarded to the successful bidder.

A. Bid Procedure

1. In the event a bidder finds either discrepancies or omissions in the specifications, drawings and/or bid documents, he shall notify the Purchasing Department, Chesapeake Public Schools, at once. If it is found necessary, a written addendum will be sent to each bidder. All addenda issued shall become a part of the bid documents and should be acknowledged on the letter of transmittal. **Important:** No interpretation of the meaning of the specifications, drawings and/or bid documents (except for procedural clarification) will be made orally to any potential bidder. All requests for such interpretation will be in writing, addressed to the Director of Purchasing and submitted no later than five (5) days prior to the date fixed for the opening of the bid.
2. The bid response must be:
 - a. Sealed and submitted in a plain opaque envelope clearly marked with the bid number, date and time of bid opening as indicated in the Invitation to Bid.
 - b. Addressed to the Director of Purchasing, Chesapeake Public Schools, 312 Cedar Road, Post Office Box 16496, Chesapeake, VA 23328.
 - c. Submitted in a separate envelope and not submitted or concealed within any package or envelope that may contain bid samples.
 - d. Vendors who choose to utilize an overnight mailing

service to deliver bid submittals should be mindful to indicate the bid number, bid due date and time of bid opening on the outside of the package. Failure to do so may affect the proper and timely receipt of bid responses.

3. All proposals will be opened and read aloud at the time and date set forth in the Invitation to Bid. Bidders or their representatives are invited to be present at the opening of bids. All bid openings will be at the School Administration Building, 312 Cedar Road, Chesapeake, Virginia. Bids received after the date and time of bid registration will not be considered.
4. Bids are to be submitted on and in accordance with forms provided by the Chesapeake Public Schools.
5. All information requested on the Letter of Transmittal and the Vendor's Response/Bid Proposal Form must be completed in order to constitute a valid bid offer.
6. Any deviations from the specifications must be set forth in the bid documents.
7. Prices and information required, except for the signature of the bidder, should be typewritten for legibility. Illegible or vague bids will be rejected. **Note:** The signature of the person submitting the bid must be handwritten. Any bid submitted with corrections must have the corrections initialed by the person who signed the bid or his designee. No bid changes will be permitted after the bid is due.
8. The use of a brand name, make or manufacturer within the specifications does not restrict the bidder solely to that specified. Instead, it serves to convey to the bidder the general style, type, character, and quality of the item

desired. Any item which the Chesapeake Public Schools in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

9. When bidding an item other than that specified, the bidder will give the trade designation of the item, manufacturer's name, and detailed specification on the item he proposes to furnish. **The absence of this information** on the Vendor's Response/Bid Proposal Form will be construed as submitting a price on the identical item specified.
10. Bids on equipment must be standard new equipment, of latest model and in current production, unless otherwise specified.
11. All manufactured stock must be certified to meet all federal, state, and local codes.
12. When bids are requested on lump sum basis, bidder must enter the price for each item and also the lump sum
13. All prices quoted must be "per unit" as specified. All prices quoted will include all materials, labor, and any incidental expense incurred by the contractor in performing the contract as per the bid documents. No other charges may be added.
14. Enter the price per unit and the extensions for each item bid. In case of a discrepancy, the lowest price will govern.
15. All bid prices are to be F.O.B. destination unless otherwise indicated. If the award is made on any other basis, transportation charges will be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted. Delivery alone does not constitute acceptance.

16. The bidder expressly warrants that the price or prices quoted herein are not the result of an agreement or understanding expressed or implied with any other bidder or bidders.

17. Withdrawal of bid due to error: A bidder may withdraw his bid from consideration if it contains a mistake provided that:

- a. The bid was submitted in good faith.
- b. The mistake was a clerical mistake as opposed to a judgment mistake.
- c. It was due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or materials made in the compilation of the bid.

Chesapeake Public Schools reserves the right to require proof from original sources of compilation that would verify the withdrawal's validity. It is preferred that notice of intent to withdraw to be given in writing within two (2) business days after conclusion of the bid opening procedure and must state the reason for withdrawal. However, for all construction projects, notice must be given within two (2) business days after conclusion of the bid opening. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. If the Chesapeake Public Schools denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such

bidder is a responsible and responsive bidder.

18. For all contracts:

- a. 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 federal or 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.
- b. The contractor will, in all solicitations of advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer; provided, however, that 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.
- c. The contractor will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- d. During the performance of this contract, the contractor agrees to (i) provide a drug-free and tobacco-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, marijuana, or tobacco product 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 advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free and tobacco-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

19. Chesapeake Public Schools is exempt from federal, state, local and excise taxes. The bid price shall be net and not include the amount of any such tax. Exemption certificates, if required, will be provided upon request. The contractor shall pay all sales, consumer, use and other similar taxes for work or portions thereof provided by the contractor which are legally enacted at the time bids are received, whether or not yet effective. The contractor shall also pay for and obtain all permits (includes all federal, state, and local) necessary to complete the project as indicated in the bid documents.
20. Sales to school boards are not affected by any fair trade agreements.
21. Prompt payment discounts will be considered in awarding the bid. However, no prompt payment discounts will be considered if offered for a period of less than twenty (20) days. Time allowed

for cash discounts will be figured from date of receipt of a **properly** executed invoice form or date of delivery, whichever is later.

22. In submitting a bid, the bidder signifies that he is fully informed as to the extent and character of the supplies, material, equipment and services required and a representation that the bidder can furnish the supplies, materials, equipment, and services satisfactorily in complete compliance with the specifications. Further, the bidder signifies that he has inspected the site when deemed necessary by the bidder on which the work shall be done and is aware of all conditions affecting the execution of the work contained within the bid documents.
23. Under penalty of perjury, the bidder certifies that the bid price or prices quoted have been arrived at by the bidder independently and has been submitted without collusion with any other vendor of supplies, equipment or services of the type bid: the contents of the bid have not been communicated by the bidder, or, to his knowledge and belief, by any of his employees or agents, to any person not an employee or agent of the bidder or its surety on bond furnished herewith, prior to the official opening of the bid.

24. **No faxed bids will be accepted.**

B. Bid Contract

1. The Chesapeake Public Schools reserves the right to reject any or all bids in whole or in part, to waive any informalities such as technical defects, qualifications, irregularities, and omissions if in its judgment the best interest of the Chesapeake Public Schools System will be served.
2. Unless otherwise stipulated, the right is reserved to award the bid in total, by individual item, or by category (compatibility of items),

whichever is in the best interest of Chesapeake Public Schools.

3. Award will be made to the lowest responsive and responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, warranty of the product, conformity with the specifications, purposes for which required, and terms of delivery.
4. All other factors being equal such as quality, service, cost etc., award preference shall be given in the following order: Chesapeake City firms, area firms, state firms, and out-of-state firms, if such a choice is available; otherwise, a tie shall be decided by a random drawing. Whenever any bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a preference, a like preference may be allowed to the lowest responsive and responsible bidder who is a resident of Virginia.
5. The Chesapeake Public Schools reserves the right to make awards within ninety (90) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time. Any bid on which the bidder shortens the time specified for acceptance, **may**, in the discretion of Chesapeake Public Schools be rejected.
6. Bidders may be notified in writing of the bid accepted.
7. In submitting a bid, the bidder obligates himself and/or his company to furnish goods or services at price bid, and that written notice from Chesapeake Public Schools constitutes a contract between the bidder and Chesapeake Public Schools. (When a written contract as a separate document is required, this

will be prepared and/or approved by Chesapeake Public Schools and submitted to the successful bidder.) An award letter does not constitute official notification unless agreed to by both parties. When circumstance warrant, quantities may be adjusted by mutual consent of Chesapeake Public Schools and the successful bidder.

8. When the Chesapeake Public Schools notifies a bidder in writing of its acceptance of the bidder's price, this contract will become effective on the date acceptance is written. Notification to the bidder can be in the form of a formal contract, purchase order, award letter, or a letter of intent. Public notice of award or the announcement of the decision to award shall be provided in the form of an award letter sent to all participating bidders after final evaluation of bids have occurred. Additionally, award notification shall be posted on the Bid Board located within the Purchasing Department.
9. At its sole discretion, Chesapeake Public Schools reserves the right to accept or reject any decrease in the bid price offered by the successful vendor, as long as all conditions, specifications, etc. remain unchanged, and at any time during a contract period, if determined that it is in the best interest of the school division.
1. If the successful bidder fails to either perform within the time specified, or within a reasonable time, or fails to perform satisfactorily in accordance with the specifications, or should market conditions change such that it is not in the best interest of the Chesapeake Public Schools to continue to purchase from the contract, Chesapeake Public Schools may take the appropriate action to satisfy the contract, including cancellation of the

contract. In the event a bidder fails to perform satisfactorily, and the contract has been canceled for poor or nonperformance, any cost incurred in excess of the contract amount may be back charged to the original bidder. Should the difference be less, the successful bidder shall have no claim to the difference. Additionally, the original bidder may be removed from the bid list. The bidder may be allowed to apply for reinstatement to the bid list after a period of one year or one bid cycle, whichever is longer. If reinstatement is possible, it can only occur after a meeting with a purchasing administrator in which the original bidder must demonstrate that the original unsatisfactory actions or conditions have been corrected.

10. The Chesapeake Public Schools may order changes in the work and the contracted sum shall be adjusted accordingly. All such orders and adjustments shall be filed on AIA Document G-701 or similar format. Claims by the contractor for extra cost must be submitted in writing and approved by the authorized representatives of the Chesapeake Public Schools named in the bid before executing any work, or in accordance with the language contained in the contract. Any changes for more than \$50,000 or 25 percent of the contract amount, whichever is greater, must be approved by the Chesapeake Public Schools School Board.
11. When materials, equipment or supplies are rejected, they must be removed by the successful bidder from Chesapeake Public Schools property within ten (10) days from notification. Materials, equipment, or supplies left longer than ten (10) days will be considered as abandoned by the successful bidder and may be

disposed of as if it were property of Chesapeake Public Schools.

12. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract to any other person, company, or corporation, without the previous written consent of the Chesapeake Public Schools.
13. In accordance with the Code of Virginia, Section 11-53, the Chesapeake Public Schools reserves the right to negotiate with the lowest responsive responsible bidder.
14. The successful bidder/contractor shall be responsible to secure, at its expense, any and all state and local permits and licenses required to do business in the City of Chesapeake.
15. The Chesapeake Public Schools reserves the right to make multiple awards from bids, if applicable, and is within the best interest of the school division.

C. **Delivery and Installation**

1. No items are to be shipped or delivered, nor any work proceed until receipt of purchase order or confirming purchase order number from an agent of the Chesapeake Public Schools Department of Purchasing.
2. Delivery must be made as stipulated on the purchase order. If for reasons beyond the control of the company the delivery cannot be made by the specified date, it will be the company's responsibility to notify the authorized representative of Chesapeake Public Schools of the reason for the delay and the new delivery date. Failure of this notification may be justification for removal of a vendor from the bid list.
3. All deliveries, are to be made between 8:00 a.m. and 3:00 p.m., Monday through Friday. Prices quoted in the bid proposal shall

include all delivery costs and expenses incurred for **"inside deliver"** (defined as all transportation and labor necessary to deliver required product(s) to and inside, at a designated area within the project locations). If the successful vendor chooses to use an independent shipper, arrangements must be made in advance for inside delivery. Chesapeake Public Schools **will not** provide any personnel to aid in the unloading or installing of any product. Failure to make necessary arrangement may result in refusal of the shipment. Such refusal shall not obligate Chesapeake Public Schools for any charges in excess of that stated in the bid proposal.

4. No deliveries may be made on Saturday, Sunday, or a legal holiday except when the delivery is an emergency; in which event, the convenience of Chesapeake Public Schools shall govern.
5. Item shall be properly packed for shipment, storage, and stocked in new shipping containers and in accordance with accepted commercial practices.
6. The successful bidder shall be responsible for the delivery of items in good condition to the point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses which will be deducted from invoices. The receiving representative for each participant will note for the benefit of successful bidders when packages are not received in good condition.
7. The successful bidder will be required to furnish signed proof of delivery in every instance.
8. All deliveries shall be accompanied by delivery tickets of packing slips. Tickets shall contain the following information for each item delivered:

- A. Purchase Order number and/or Contract Number.
- B. Name of Article.
- C. Item Number.
- D. Quantity.
- E. Name of Successful Bidder.

Cartons shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods at no cost to the receiving participant.

9. When installation is required, the successful bidder will be required to unload and place the material, equipment or supplies in the school or building as directed. The Chesapeake Public Schools accepts no responsibility for unloading and placing of the aforementioned. Any cost incurred due to the failure of the successful bidder to comply with the requirement will be back charged. No help for unloading will be provided by Chesapeake Public Schools, therefore, the successful bidder should have their suppliers notify their truckers accordingly. The successful bidder shall acquaint himself with the conditions to be found at the site to reduce any delivery and installation concerns and shall assume all responsibility for placing and installing the equipment in the locations required.
10. All materials, equipment, etc., are to be installed in accordance with the manufacturer's recommended installation instructions and acceptable industry practices. All work is to be performed in a quality, workmanlike manner for the purpose intended.
11. The successful bidder shall remove all debris and rubbish resulting from his work in an

acceptable manner off school grounds on a daily basis. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, the buildings and grounds cleaned, and everything in proper repair, and working order.

12. Equipment and supplies shall be stored at the site only on approval of the Chesapeake Public Schools and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss.
13. Installation shall progress in such a manner as to cause the least inconvenience to Chesapeake Public Schools and with proper consideration for the rights of other successful bidders or workmen in cases of concurrent operations. The successful bidder shall keep in touch with the entire operation and install his work promptly. He shall remain on the job site until all work is completed.
14. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.
15. For all projects \$75,000 or greater, the contractor must submit an estimated progress schedule to the Chesapeake Public Schools. The progress schedule shall encompass the various tasks for the entire project from the beginning to the expected date of completion. Any deviation from this requirement

will be so noted in the bid specifications.

16. The primary contractor must submit to the Chesapeake Public Schools a list of any and all subcontractors that will be used to complete the project.
17. The contractor will furnish at no cost to the Chesapeake Public Schools a complete set of "as-built drawings" (changes while under construction or deviations from original drawings) for the Chesapeake Public Schools permanent records.

D. Samples

1. The Chesapeake Public Schools reserves the right to request a representative sample of the items bid prior to the award. If the sample fails to meet specifications, the bid will be disqualified.
2. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for the bid to have consideration. Samples must be furnished at no expense to the Chesapeake Public Schools and must be accompanied by a descriptive memorandum invoice indicating if the bidder desires their return provided they have not been used or made useless by tests. Award samples will be held for comparison with deliveries. The Chesapeake Public Schools will not be responsible for any samples destroyed or mutilated by examination or testing. The vendor will be advised when the sample may be picked up. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned, and the Chesapeake Public Schools shall have the right to dispose of them as its own property.
3. If specifications state that an item to be bid must equal a sample on display, the sample will be made

available to all bidders by the Chesapeake Public Schools personnel. Failure of a bidder to examine the sample shall not relieve him from complying with the specifications.

4. All specifications are minimum standards, In the case of an offered bid sample being of superior quality and receiving the bid award, the delivered must be the same as sample submitted.

E. Guarantee-Warranty

1. The successful bidder guarantees:
 - a. Against defective or faulty material or workmanship, or as stipulated in the bid document, for a period of one year from date of the rendering of the final payment.
 - b. To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building grounds, or equipment, to his own work, or to the work of other workmen.
 - c. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be corrected or replaced to the satisfaction of Chesapeake Public Schools by successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee (on year from the date of acceptance of the replacement) as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from Chesapeake Public Schools. Only original parts and/or equipment are to be used unless otherwise approved in writing by the Chesapeake Public Schools.

- d. All deliveries will be equal to the accepted bid sample.
- e. The equipment or furniture offered is standard, new, and of the latest model or regular stock product or as required by the specifications with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacture's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year from the date of acceptance. If during this period such faults develop, the successful bidder agrees to replace the unit or part affected without cost to the Chesapeake Public Schools.

F. Insurance

1. The successful bidder will be required to carry adequate insurance to protect the Chesapeake Public Schools from loss in case of accident, fire, theft, etc., prior to acceptance by a responsible person representing the Chesapeake Public Schools. Additionally, the Chesapeake Public Schools reserves the right to require bid, performance, labor, and material payment bonds. This requirement will be stated in the original bid documents if it is applicable. Bonds, if required, must be obtained from a surety company that is on both the State Corporation Commission and the Treasury Department's most recent listing of approved licensed surety companies. Insurance requirement include the following:
 - a. General Liability: Liability coverage for bodily injury and property damage shall be a minimum of \$500,000. An umbrella form of coverage

may be required in some cases.

- b. Automotive Liability: The successful vendor will provide a certificate of insurance showing a minimum of \$500,000 for automotive liability insurance to include bodily injury and property damage.
- c. Workmen's Compensation and Employer Liability: Workmen's compensation shall be required of any contractor that has employees prior to beginning work.

Bonding requirements include the following:

- a. All bids \$100,000 or greater will be required to furnish a bid bond at the time of the bid opening. Bid bond may be in the form of a bond issued by a surety company licensed to do business within the Commonwealth of Virginia, a certified check payable to Chesapeake Public Schools, or cash. Bonds submitted shall be procured from a surety company licensed in the State of Virginia and shall be on the approved list of the Commonwealth of Virginia State Corporation Commission. Bureau of Insurance Report and the Department of Treasury's approved listing of surety companies. Bid bond will be for five percent (5%) of the amount bid. Failure to provide the bid bond will disqualify the bidder from consideration. Any deviation from this requirement will be so noted in the bid specifications.

Performance and Labor Material Payment Bonds:

- a. All bids \$100,000 or greater will require a Performance and Labor and Material

Payment Bond prior to the commencement of this contract. Any deviation from this requirement will be so noted in the bid specifications.

- b. Upon notification of intent to award a contract, the successful contractor will provide to the Chesapeake Public Schools a properly executed Performance Bond and Labor and Materials Payment Bond. These bonds will cover one hundred percent (100%) of the amount of the contract price.
- c. The Chesapeake Public Schools reserves the right to examine and approve the bond before completing the contract. Cost of said bond shall be included in the bid.
- d. All bonds will be delivered to the Director of Purchasing, School Administration Building, 312 Cedar Road, Post Office Box 16496, Chesapeake, Virginia 23328.
- e. If during the course of the project change orders create an increase in the contracted price whereby the value of the unperformed work exceeds \$100,000, Chesapeake Public Schools may require the contractor to obtain the necessary bond.
2. Prior to undertaking performance of the contract hereunder, the contractor shall be required to furnish certification in a form acceptable to Chesapeake Public Schools that the successful bidder possesses a valid liability insurance policy issued by an insurance company licensed to do business in the Commonwealth of Virginia with effective dates and limits of liability as required by the Chesapeake Public Schools. This certification shall insure the successful bidder's legal liability for injury to or destruction of

property (real or personal) and bodily injury or death caused in whole or part by any act of omission of the successful bidder, subcontractors and the agents and employees of either, occasioned directly or indirectly in the performance of the contract. The insurance company will be required to provide thirty (30) days written notice to Chesapeake Public Schools Purchasing Department in the event of a change or cancellation of any policy. In addition, Chesapeake Public Schools **must** be listed as an additionally named insured party with respect to the contract.

3. The successful bidder shall protect, defend, and save harmless the Chesapeake Public Schools, Chesapeake School Board, City of Chesapeake, and Chesapeake City Council from and against all claim, damages, losses, judgments, and expenses (including attorney's fees) arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom, and (b) is also caused in whole or in part by any act of omission of the contractor, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claims, damage, loss or expense is caused in part by the Chesapeake Public Schools. In any and all claims against the above aforementioned or any of its agents or employees by any employee of the contractor or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any one or more of them may be liable, the indemnification obligation of the contractor

hereunder shall not be limited in any way to limits on the amount or type of damages, compensation or benefits payable to or for the contractor or any subcontractor under the Workmen's Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Virginia or any other state.

4. The successful bidder shall not be held responsible for losses resulting from wars, acts of public enemies, strikes, fires, floods, acts of nature, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

G. Licenses

1. Each bidder must be properly licensed in the locality in which their business office resides and in compliance with all pertinent state (Virginia) and local regulations. Each contractor will make himself aware of the City of Chesapeake codes and regulation relevant to business licenses and should be in compliance with said codes and regulations.

Contractor's Regulatory License:

2. The Chesapeake Public Schools will only award contracts in excess of \$1,000 to registered contractors per the Virginia Contractor's Registration Law 54.1-1100. One of the following licenses shall apply: Class "C" for contracts valued over \$1,000, but less than \$7,500; Class "B": for contracts valued at \$7,500 or more, but less than \$70,000; Class "A": for contracts valued at \$70,000 or more. Please indicate on the letter of transmittal and on the outside of the return envelope, your class and registration number. Failure to comply may disqualify your bid from consideration.

H. Payments

1. Payment of invoices will be certified promptly for items received in accordance with specifications and bid.
2. Payment shall not preclude Chesapeake Public Schools from making a claim for adjustment on any item later found not to have been in accordance with General Conditions, Special Conditions and Specifications of Bid.
3. Partial payments against a total order will be made upon presentation of a **properly** executed invoice and in accordance with Chesapeake Public Schools' accounting procedures and practices.
4. Finance charges, if incurred, can only be assessed at a rate not to exceed one percent (1%) per month or as mandated by the Virginia Public Procurement Act, Section 2.2-4352.
5. On any contract \$100,000 or greater, the contractor must submit within fourteen (14) days after the acceptance of the contract a schedule of values allocated to the various tasks to be performed. This schedule will be used as a basis for the calculation of progress payments.
6. Progress payments will be made upon presentation of a contractor's invoice and certification by Chesapeake Public Schools personnel. Payments will be ninety-five percent (95%) of the earned sum. Five percent (5%) will be retained to assure faithful performance of the contract. All amounts withheld will be included in the final payment.

I. Bid Response

Your failure to respond to any two (2) consecutive bids will indicate disinterest, and your name may be removed from the bid list.

J. Asbestos Free Statement

The General Contractor or Prime Contractor shall be responsible for furnishing and transmitting to either

the Architect/Engineer, if applicable or the Owner or his agent, notarized letters, in triplicate, of "asbestos free" certification covering all materials and equipment to be used in this project.

In the event that this General Contractor or Prime Contractor should encounter or discover asbestos related materials in connections with existing work to be altered, connected to, or to remain he shall promptly advise the Architect or Engineer for the Owner or his agent and shall not proceed with the work until receiving notice with instructions to do so.

K. Lead Free Statement

The General Contractor or Prime Contractor shall be responsible for furnishing and transmitting to either the Architect/Engineer, if applicable, or the Owner or his agent, notarized letters, in triplicate, of "lead free" certification covering all materials and equipment to be used in this project.

In the event that this General Contractor or Prime Contractor should encounter or discover lead containing materials in connection with existing work to be altered, connected to, or to remain he shall promptly advise the Architect or Engineer for the Owner or his agent and shall not proceed with the work until receiving notice with instruction to do so.

L. Minorities Statement

"Chesapeake Public Schools encourages the use of minority firms, vendors, contractors and subcontractors to provide goods and services, including construction projects."

M. Internet Access

Bids may be viewed and downloaded by accessing our webpage at <http://www.cps.k12.va.us/departments/purchasing/index.html> and clicking on "current bids."

N. Inspection of Records

The successful vendor/contractor shall maintain, during the course of the work/contract, and retain, not less than five years after final payment for completion thereof, complete and accurate records of all costs chargeable

to Chesapeake Public Schools regarding any work or contract awarded. Additionally, Chesapeake Public Schools, or its authorized agents, shall have the right, at any reasonable time, to inspect and audit those records. The records to be maintained and retained by the work/contract shall include, without limitation, all payroll records accounting for the total time distribution of the contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns) as well as canceled checks or signed receipts for payroll payments in cash; invoices for purchases, receiving and issuing documents, and all other unit-inventory records for the contractor's stores stock or capital items; and paid invoices and canceled checks for material purchased and for the subcontractor's and any other third-parties' charges.

0. FAITH BASED STATEMENT

CHESAPEAKE PUBLIC SCHOOLS DOES NOT DISCRIMINATE AGAINST "FAITH-BASED ORGANIZATIONS" AS THAT TERM IS DEFINED IN VA. CODE SECTION 2.2-4343.1(B) OF THE VIRGINIA PUBLIC PROCURMENT ACT.

R2/04/02sj

GENERAL CONDITIONS OF BID

SCOPE/DESCRIPTION:

To provide all labor, materials, equipment, and incidentals necessary to remove existing storefront doors/assemblies and hardware at the Auditorium, Commons and “A” Hall entrances and then furnish and install new storefront door assemblies and hardware at Indian River High School as per the attached conditions and specifications.

PROJECT/PRODUCT LOCATION

Indian River High School
1969 Braves Trail
Chesapeake, VA 23325

CONTACT PERSON (S):

Department of School Plants
Ronnie Laumann
Telephone: (757) 547-0139
Fax: (757) 547-2091

Department of School Plants
Mr. Woody Harrell, Carpenter Leadman
Telephone: (757) 547-0139

Any questions regarding the specifications or any other facet of this bid must be directed to Forice Robinson, Buyer, at (757) 547-0265 or robinfo@cps.k12.va.us no later than five (5) days before the date of the bid opening. Any revisions to the (bid) will be made only by addendum issued by Chesapeake Public Schools’ Purchasing Department.

SCHEDULE/COMMENCEMENT OF WORK:

Work may commence upon receipt of Purchase Order or notice to proceed, and must be completed by August 28, 2009. Failure to complete the work required, within the specified time frame, may result in the successful vendor’s removal from our bidder’s list for poor or non-performance. Any questions regarding this project must be directed to Woody Harrell at (757) 547-0139. Work shall be conducted during normal hours of operation, Monday- Thursday, from 7:30 a.m. – 5:00 p.m. (unless otherwise agreed upon.)

BROCHURE / SPECIFICATIONS:

If bidding other than specified, the bidder must enclose descriptive cuts, brochures and specifications on all items bid. The specifications should be representative of the items you intend to supply. They should describe, in detail, the products offered in your proposal. Failure to provide the required literature may disqualify your bid from being considered.

GENERAL CONDITIONS OF BID

BRAND NAME ACCEPTANCE:

In order to maintain simplicity, the accompanying specifications may contain manufacturers' names and / or catalog numbers. The use of these names or numbers is not intended to restrict bidding, or to bar the equal or superior products of other manufacturers. They are used, however, to convey to potential bidders a minimum standard and to establish the quality and design required for this project. Chesapeake Public Schools reserves the right to consider other manufacturer's guidelines, standards and manufacturing techniques in the bid evaluation.

PRICING REQUIREMENTS:

The unit price(s) indicated in your proposal shall include delivery, unloading and installation of the required product.

SITE VISITATION:

It is incumbent upon the bidder to familiarize himself with the delivery / installation site so as to verify the conditions, measurements, restrictions, etc. present that might effect a bid proposal. The replacements required in this bid are based on a previous usage. **Therefore, although site visitation is not mandatory, it is strongly suggested to all bidders.**

Any person/vendor visiting a Chesapeake Public School Facility during school hours must check in at the main office and follow all school procedures related to school safety and not providing any disruption to instructional activities.

INSURANCE CERTIFICATE / BONDING REQUIREMENTS:

The successful vendor will be required to provide a valid Certificate of insurance, within ten (10) days of receipt of the Intent to Award letter, acceptable to Chesapeake Public Schools, and must meet the requirements set forth in the General Conditions of Bid contained herein. **No work may commence until a certificate is provided.** Chesapeake Public Schools must be listed as an **additionally named insured party** with respect to the scope of this bid.

If applicable, the successful vendor will be required to provide any and all required bonds which are acceptable to Chesapeake Public Schools and must meet the requirements set forth in the General Conditions of Bid contained herein.

WARRANTY:

All items contained in this bid will have a minimum one (1) year parts and labor warranty. Should your warranty exceed the minimum, please indicate what your "best offer" warranty is by providing a sample of the warranty offered. Only manufacturers' warranties that exceed one (1) year will be considered. Since the warranty for this bid may be considered in awarding the bid, the bidder's failure to provide warranty information may disqualify the bid proposal. Warranty begins upon **acceptance** of the product(s), **not delivery**.

GENERAL CONDITIONS OF BID Continued

SECURITY:

The successful vendor will take all necessary and reasonable steps to insure that the doors and windows are secured at the close of each workday. A normal workday for Chesapeake Public Schools is 7:30 a.m. until 5:00 p.m., Monday through Thursday (unless otherwise agreed upon). In the event that the successful vendor requests these hours are extended, the vendor will be responsible for reimbursing the school system for any and all overtime expenses incurred by any employee of Chesapeake Public Schools.

SITE CLEAN-UP:

The successful vendor will take every precaution and be responsible for protecting the immediate and surrounding work areas from damage within the building or on the grounds for which the required work is to be performed. The vendor will also be responsible for clean-up, removal and disposal of all debris, trash or dunnage, at **the end of every workday**, in an acceptable manner **off** school property.

REFERENCES:

The successful vendor may be required to show evidence to substantiate the ability to perform and execute a contract of this type and magnitude. Since references may be used as criteria for evaluation of this bid, the bidder will be required to provide complete information as requested in the **“Vendor’s Response”** section of this bid. No less than **three (3)** references will be acceptable. Failure to provide this information, as requested, may result in the bidder’s offer being disqualified.

CANCELLATION OF PROJECT / PRODUCT:

Chesapeake Public Schools reserves the right to cancel any and all contracts let by this bid, at any time, for either poor or non-performance of the successful vendor. Additionally, the original bidder may be removed from the bid list. The bidder may be allowed to apply for reinstatement to the bid list after a period of one year or one bid cycle, whichever is longer. If reinstatement is possible, it can only occur after a meeting with a purchasing administrator in which the original bidder must demonstrate that the original unsatisfactory actions or conditions have been corrected.

TERMS:

Terms for prompt payment will be considered in the evaluation and award of this bid. However, any terms quoted for a period of **less than twenty (20) days will not be considered.**

GENERAL CONDITIONS OF BID Continued

INTENT OF AWARD:

It is the Intent of Chesapeake Public Schools to award this bid to one vendor.

CRITERIA FOR AWARD:

It is the intent of Chesapeake Public Schools to award this bid to the **lowest responsive and responsible bidder**, meeting all specifications and agreeing to all conditions, based on the following criteria:

- A. Conformance to specifications and conditions
- B. Price
- C. References
- D. Verification of completion of similar size and type projects

FUNDING OUT CLAUSE:

Failure of the School Board to fund or Council of the City of Chesapeake to appropriate funds in any year for payment in full of the payments required by this contract or any other provisions herein during the term of the contract shall terminate this contract and render it null and void, without any further liability on the part of the school system or the city of any kind whatsoever, except for its obligation to maintain the product described and to surrender possession of the same to the seller. This contract shall not constitute a debt of Chesapeake Public Schools or the City of Chesapeake, within the meaning of any limitations or indebtedness of the school system or the city, under the constitution or laws of the Commonwealth of Virginia, including the Charter of the City of Chesapeake.

ABSOLUTELY NO PRICES OR BIDS WILL BE ACCEPTED OR CONSIDERED THAT ARE SUBMITTED ELECTRONICALLY.

SPECIFICATIONS OF BID

SPECIFICATIONS:

1. Remove existing storefront door assemblies and hardware at the Auditorium and Commons entrances (drawing will be supplied via fax upon request).
2. Remove existing doors and hardware only at the "A" Hall entrance. Door frames to remain in place.
3. Dispose of all materials off of school property. School dumpsters may not be used.
4. Remove and fill-in existing floor mounted door closers.
5. Prep each bank of doors for lock cylinders.
6. Frames to be painted by others.
7. As stated, work needs to be completed no later than August 28, 2009. If work cannot be completed by this date, please indicate on the Exceptions/Deviations page and indicate your completion date.
8. Any revisions to the solicitation will be made only by addenda issued by the Division's Purchasing Department. The addenda will be published on DemandStar (www.demandstar.com) and the Division's website (www.cps.k12.va.us). Any oral responses are not official. Vendor is encouraged to check DemandStar or the Division's website daily up to 48 hours prior to proposal closing to check and secure any addenda. Vendors not having access to the Internet should contact the Division's Purchasing Department and request that any addenda issued be provided through U.S. mail. Receipt of addenda must be acknowledged on the Letter of Transmittal.

9. ADDITIONAL INFORMATION

The Division reserves the right to ask any Vendor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Division deems desirable. Further, the Division reserves the right to order items from State Contracts or other competitively negotiated contracts such as US Communities contracts if it is deemed in the best interest of the Division.

10. Immigration Reform and Control Act of 1986

By submitting their proposals, Vendors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

SPECIFICATIONS OF BID

REQUIRED MATERIALS (Auditorium and Commons Entrances):

2 – 16 gauge transom galvanized sidelight frames; half glass top and half metal bottom; glass to be ¼” thick laminated; metal panel to be 5/8” thick sandwiched – metal/core/metal.

12 – 16 gauge galvanized hollow metal door, 6” x 30” vision lites, clear laminated glass.

12 – Roton hinges, Hager 780-157 HDULFF or approved equal.

12 – Closers, Sargent 351 EN UO or approved equal.

12 – Panic devices US32D, Sargent 8804 X PSB only, with Sargent cylinders only (no substitutions as they must match the existing system).

12 – Holders US32D, Sargent 597 or approved equal.

12 – Thresholds, Pemko 2549A or approved equal.

12 – Brush Sweep, Pemko 18100CNB or approved equal.

REQUIRED MATERIALS (“A” Hall Entrance):

2 – 16 gauge galvanized hollow metal door, 6” x 30” vision lites, clear laminated glass.

2 – Roton hinges, Hager 780-157 HDULFF or approved equal.

2 – Closers, Sargent 351 EN UO or approved equal.

2 – Panic devices US32D, Sargent 8804 X PSB only, with Sargent cylinders only (no substitutions as they must match the existing system).

2 – Holders US32D, Sargent 597 or approved equal.

2 – Thresholds, Pemko 2549A or approved equal.

2 – Brush Sweep, Pemko 18100CNB or approved equal.

VENDOR'S RESPONSE / BID PROPOSAL FORM

- I. To provide all labor, materials, equipment, and incidentals necessary to remove existing storefront doors/assemblies and hardware at the Auditorium, Commons and "A" Hall entrances and then furnish and install new storefront door assemblies and hardware at Indian River High School as per the attached conditions and specifications.

Total Price: \$ _____

- II. Potential contractors are reminded that contracting for, or bidding upon the construction, removal, repair or improvements to or upon real property owned, controlled or leased by another person **without a State of Virginia license constitutes the commission of a Class I Misdemeanor.** Additionally, it is **unlawful** for Chesapeake Public Schools to **receive** or **consider** a bid from any contractor not properly licensed.

References:

Please list, in the space the provided, no less than three (3) references for which your company has provided similar services.

Reference	Contact Person	Telephone Number
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Reference Name and Address

Reference Name and Address

Reference Name and Address

Exceptions / Deviations From Specifications and / or Conditions of Bid:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Please complete the following “return envelope template”, affix to the outside envelope of your agency’s bid/rfp response, and return to Chesapeake Public Schools. Failure to do so may affect the proper and timely receipt of your bid/rfp response.

BIDDER’S NAME _____

BID # **02-0910**
 STOREFRONT DOOR REPLACEMENTS – INDIAN RIVER HIGH SCHOOL

OPENING: **JULY 8, 2009 @ 2:05 P.M.**

**FORICE ROBINSON, BUYER
CHESAPEAKE PUBLIC SCHOOLS
SCHOOL ADMINISTRATION BUILDING
312 CEDAR ROAD
CHESAPEAKE, VIRGINIA 23322**



Chesapeake Public Schools

Purchasing Department
School Administration Building
312 Cedar Road
Chesapeake, Virginia 23322

LETTER OF TRANSMITTAL

EQUIPMENT AND SUPPLIES/CONTRACTED SERVICES

MAIL TO / DELIVER TO:

TO: Forice Robinson, Buyer
Purchasing Department
Chesapeake Public Schools / School Administration Building
312 Cedar Road
Chesapeake, Virginia 23322

FROM:

(Name of Company)

(Address)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

BID NO: **02-0910 STOREFRONT DOOR REPLACEMENTS – INDIAN RIVER HIGH SCHOOL**

Our bid is submitted herewith pursuant to and in conformity with your Letter of Invitation to Bid, Conditions of Bid, and Specifications including any addendum as acknowledged. We propose and agree to furnish and deliver the items at the unit and per item price listed on the Specifications/Bid Form.

DEBARMENT STATUS

By submitting their proposals, Providers certify that they are not currently debarred by the Commonwealth of Virginia, or any locality in the state of Virginia, from submitting bids or proposals 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. Providers under debarment should attach documentation explaining the circumstances and nature of the debarment.

Addendum/Addenda Acknowledged _____

Contractor's License: Class _____ Registration# _____ State _____
(These numbers should be typed or printed on the front of your bid return envelope.)

Cash Discount for Prompt Payment _____ % 20 days

SIGNED: _____
(Signature in Long Hand)

(Name and Position Typed)

(Date)

Failure to sign this Invitation to Bid will result in the bid being declared non-responsive.



Chesapeake Public Schools
Purchasing Department
School Administration Building
312 Cedar Road

Dear Contractor:

Effective July 1, 2006, amendments made to the Code of Virginia § 22.1-296.1 require that prior to awarding a contract, the contractor and the contractor's employees who may be in direct contact with students in the performance of the contract certify that both the contractor and the contractor's employees have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. For the purpose of implementation the Chesapeake Public Schools defines "direct contact with students" as a contractor working at a school site between the hours of 6:00 a.m. and midnight during normal school days in lieu of a school facility such as the Warehouse or Transportation Department where students are not expected to be present.

Enclosed please find a certification (Certificate of Compliance) that **is required to be completed and submitted prior to awarding your contract and/or issuing your purchase order.** Chesapeake Public Schools must be notified immediately should there be a change to the certification of your officers, or any individuals assisting in the performance of the contract. An updated certification must also be provided to Chesapeake Public Schools within five (5) days of such change. Failure to complete all certifications accurately may result in the award of the contract/agreement being revoked without recourse against the Chesapeake Public Schools.

Please feel free to contact the school/department, which is responsible for finalizing your agreement, with any questions you may have, or call the Purchasing Department at 547-0265.

Sincerely,

Chesapeake Public Schools

Enclosure

*The Chesapeake Public School System is an equal opportunity school system.
The School Board of the City of Chesapeake also adheres to the principles of equal opportunity
in employment and, therefore, prohibits discrimination in terms and conditions of employment
on the basis of race, sex, national origin, color, religion, or disability.*

Certificate of Compliance
Code of Virginia §22.1-296.1

I, the undersigned certify that no individual holding an office in the company and/or corporation has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

List Officers and Titles:

Further, the following individuals will, on behalf of my firm, assist in the performance of this contract and they have not been convicted of a felony or crime as described above.

Listing of individuals assisting in the performance of this contract:

Attach additional names to this form if the space is not adequate.

I understand that should there be any change to this certification of officers, or individuals assisting in the performance of this contract, during any time of this contract, the Chesapeake Public Schools' central office/school issuing this contract/PO will be notified immediately, and an updated certification will be provided to them within five (5) days of such change.

Company

Print Name

Title

Signature

Date

For Office Use Only

Acknowledged by: _____ Date: _____

If Applicable:

Project Name: _____ PO # : _____



Chesapeake Public Schools

Purchasing Department
School Administration Building
312 Cedar Road
Chesapeake, Virginia 23322

Dear Contractor:

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall provide a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations.

Enclosed please find the certification document (Certificate of Compliance With Immigration Laws and Regulations) that is required to be completed and submitted for all contracts with a total value of **\$5,000 or more**. This certificate shall be attached to the contract document, if applicable. For instances, where a purchase order will serve as the contract, this certificate shall be completed and returned to Chesapeake Public Schools. The Contract/Purchase Order will not be issued prior to submittal of a completed Certificate of Compliance With Immigration Laws and Regulations. **No performance may take place until the completed certificate is provided to the school/department responsible for finalizing your agreement.** Failure to submit a certificate shall render the pending contract and/or purchase order void.

Please feel free to contact the school/department responsible for finalizing your agreement with any questions you may have, or call the Purchasing Department at 547-0265.

Sincerely,

Chesapeake Public Schools

Enclosure

CHESAPEAKE PUBLIC SCHOOLS

Certificate of Compliance With Immigration Laws and Regulations

For Transactions That Total More Than \$5,000

Return this form to the school/department responsible for finalizing your agreement.

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall provide a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations.

This certificate shall be attached to the contract document, if applicable. In any case where a purchase order will serve as the contract, this certificate shall be completed and returned to the Chesapeake Public Schools. The Contract/Purchase Order will not be issued prior to submittal of a completed Certificate of Compliance With Immigration Laws and Regulations. No performance may take place until the completed certificate is provided to the school/department responsible for finalizing your agreement. Failure to submit a certificate shall render the pending contract and/or purchase order void.

Type or print legibly when completing this form.

Legal Name of Contractor or Vendor (Note: This is your name as reported to the IRS. It should match your Social Security card or Federal Identification Number.)

Type of Business Entity

Check one (attach additional pages to this form if the space below is not adequate):

- ☐ **Sole Proprietorship**—provide full name and address of owner
- ☐ **Limited Partnership**—provide full name and address of all partners
- ☐ **General Partnership**—provide full name and address of all partners
- ☐ **Limited-Liability Corporation**—provide full name and address of all managing members
- ☐ **Corporation**—provide full name and address of all officers

Full Name

Address

City, State and Zip

()

Business Telephone #

()

Business Fax #

Doing Business As (If Applicable) (Note: This is the name that appears on your invoices, but is not used as your reporting name.)

Name and Title of Person Completing this Certificate

Physical Business Address

Number of Employees

Are All Employees Eligible for
Employment in the United States?

Under penalty of perjury, I declare on behalf of the contractor/vendor listed above that to the best of my knowledge and based upon reasonable inquiry each and every one of the contractor's employees is eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/vendor that due care and diligence shall be used to ensure that all employees hired in the future will be eligible for employment in the United States and that I agree to remain in compliance throughout the duration of the contract. I affirm the information provided herein is true, correct, and complete. I also agree to permit the Chesapeake Public Schools to inspect records and documentation to ensure that all persons hired by the contractor/vendor are eligible for employment under the laws referenced in this certificate when deemed necessary by Chesapeake Public Schools. I agree that the contractor/vendor will fully cooperate in any such audit.

Sworn this _____ day of _____, 20__

on behalf of _____
(Name of Contractor/Vendor)

as evidenced by the following signature and seal:

Name of Contractor/Vendor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

CITY OF CHESAPEAKE
Chesapeake Public Schools, to-wit:

The following document was acknowledged before me this _____ day of _____, 20__, by _____.

Notary Public

Registration No.: _____

My commission expires: _____

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For Office Use Only:

Buyer

PO #: _____

Bid/RFP Project Name: _____