



**KING GEORGE COUNTY SCHOOLS, VIRGINIA**

**INVITATION FOR BIDS**

**ISSUE DATE: 05/19/2009**

**IFB # 06082009-1400**

**TITLE: CERAMIC TILE INSTALLATION - OLD KING GEORGE HIGH SCHOOL**

Sealed Bids will be received until **June 8, 2009 at 2:00 PM EST.** for furnishing the goods described herein. Late, facsimile and/or electronic bids will **not** be accepted. All inquiries must be directed to:

**Kelly S. Dixon, CPPB – Procurement Manager**

**Phone: (540) 775-8575**

**Fax: (540) 775-7692**

**E-Mail: kdixon@co.kinggeorge.state.va.us**

**BIDS MUST BE IN A SEALED, OPAQUE ENVELOPE/CONTAINER AND BE DELIVERED TO:**

**King George County Procurement Manager 10459 Courthouse Drive, Suite 201 King George, VA 22485  
IFB # 06082009-1400. Late, electronic, or fax bids will not be accepted.**

King George County Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

**Name and Address of Firm/Individual Submitting Bid:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_ **By:** \_\_\_\_\_

Signature In Ink

Print/Type

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**How did you hear about this IFB?** \_\_\_ Newspaper (Which One? \_\_\_\_\_), \_\_\_ eVA,

\_\_\_ King George County Web Site, \_\_\_ King George County Schools Web Site,

**Other (Explain \_\_\_\_\_)**

**Questions:** All questions must be submitted in writing directly to the King George County Procurement Manager at the address referenced above no later than 1:00 PM, June 1, 2009. Questions may be sent by fax or email.



King George County Schools, Virginia, a political subdivision of the Commonwealth of Virginia and a body politic, herein referred to as KGCS, desires to obtain bids for the goods and services as described herein.

This Invitation for Bid (IFB) is consistent with and governed by the King George County (KGC) Purchasing Ordinance, and has been prepared in accordance with the Virginia Public Procurement Act.

**PURPOSE:** The Purpose and Intent of this IFB is to establish a firm fixed price, from qualified contractors, for the removal, and installation of ceramic tile in four (4) bathrooms in the Old King George High School for KGCS, in accordance with the specifications, terms and conditions stated herein.

**1.0 COMPETITION INTENDED:**

It is KGCS's intent that this IFB permit competition. It shall be the Bidder's responsibility to advise the Procurement Manager, in writing, if any language, requirement, specifications, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Procurement Manager no later than five (5) business days prior to the date set for bids to close

**2.0 MANDATORY PRE-BID MEETING**

A **Mandatory** Pre-Bid Meeting and Escorted Facility Site Visit will be conducted on May 22, 2009 beginning at 10:00 A.M. EST. Interested bidders to gather at the old King George High School facility (side door nearest parking lot) - 8246 Dahlgren Rd, King George, VA 22485. **Un-escorted site visits are not permitted.**

Drawings and replacement product specifications are not available. It is the responsibility of all interested bidders to attend the Mandatory Pre-Bid Meeting/Escorted Facility Site Visit to familiarize themselves with the work site conditions, the finished bathrooms to be replicated, and the materials to be used.

Only those firms in attendance will be eligible to submit bids.

**3.0 PERIOD OF CONTRACT:**

The period of this contract shall be June 10, 2009 through July 10, 2009. Bidders submitting bids for less than the contract period specified will not be accepted.

**Time is of the essence. All work under this IFB shall be completed no later than July 3, 2009.**

**4.0 DELIVERY:**

Complete delivery of required items and/or services shall be to 8246 Dahlgren Rd, King George, VA 22485.

**5.0 AWARD:**

The award will be made to the lowest responsive and responsible Bidder for the services indicated on the Bid Form. All bids must be submitted on the bid form provided with this IFB.

Bidders shall indicate the timeframe in which work may begin upon issuance of a Notice to Proceed, and the number of days until completion. ***This will be a factor in making an award.***

KGCS reserves the right to make an award, either in whole or in part, or make multiple awards, whichever is deemed by KGCS to be in its best interest. KGCS reserves the right to reject any or all bids, in whole or in part, to waive any informality and to delete items prior to making the award, whenever it is deemed in the sole opinion of KGCS to be in its best interest. KGCS reserves the right to make the sole determination of whether any product offered is acceptable for the intended use. KGCS' decision shall be final.

King George County Schools KGCS intends to enter into a contract with the selected Bidder using its standard Services Agreement. A sample Services Agreement is attached to this IFB as Exhibit A

## **6.0 IFB AND BID CLAFICATION**

KGCS reserves the right to request clarification of information submitted in response to this IFB and to request additional information of one or more bidders. All requests for additional information will be in writing and generated by the King George County Procurement Manager.

**Please Note: All inquires, suggestions, or requests pertaining to this IFB MUST be in writing and submitted to the Procurement Manager at the address listed.** KGCS will not be responsible for oral interpretations/information given by any employee, agent, or other representative of KGCS/King George County (KGC). The issuance of a written IFB Addendum signed by the KGC Procurement Manager is the only official method whereby interpretation, clarification, or additional information can be issued. If Addenda, or other project notices, are issued to this IFB, the documents, in their entirety, will be posted on [www.king-george.va.us](http://www.king-george.va.us) County Offices>Purchasing>Solicitations.

It is the bidder's responsibility to ensure they have received all addenda, and acknowledge all addenda, by number, on the bid submission.

## **7.0 SCOPE OF WORK/SPECIFICATIONS**

### **A. General Information:**

Contractor shall provide all materials and equipment necessary to complete the work identified herein.

Remove and replace ceramic tile in four (4) school bathrooms identified on the attached floor plan (Attachment A") for remodeling

All commodes, sinks, urinals, mirrors, and partitions will be removed by KGCS before the job is started and replaced by KGCS after the job is completed.

**Tile and trim shall match the existing tile in the bathrooms previously remodeled. The bathrooms previously remodeled will be identified during the Mandatory Pre-Bid Meeting/Escorted Facility Site Visit.**

Provide sample tiles (1 each size & type) proposed to be used.

### **B. Preparation:**

1. Remove existing tile from the walls and dispose of.
2. Remove coatings, including curing compounds and other substances that contain any materials that are incompatible with the new tile setting materials.
3. Fill cracks, holes, and depressions with trowel able leveling and patching compound according to tile - setting material manufacture's written instructions.
4. Remove protrusions, bumps, and ridges by sanding and grinding.

C. Installation:

1. Extend tile work into recesses and under or behind fixtures if applicable
2. Accurately form intersections and returns, perform cutting and drilling of tile if applicable without marring visible surfaces.
3. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap.
4. Grout tile to comply with manufacture's instructions.
5. Properly dispose of all waste materials off site.

**8.0 WITHDRAWAL OF BIDS**

Bids may not be withdrawn, modified, or cancelled by the Bidder after the scheduled closing time and date for receipt of bids for 45 calendar days thereafter, except as provided in Code of Virginia, Virginia Public Procurement Act, Chapter 7, Section 2.2-4330 (A)(i).

**9.0 INSURANCE**

The successful Bidder shall comply with the insurance requirements set forth in the following numbered paragraphs, and those required under the Commonwealth of Virginia statutory requirements. The Bidder's bid shall clearly describe any desired exceptions to the insurance coverage required.

- 9.1 The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with contracted work.
- 9.2 The Contractor shall provide certified copies of all insurance coverage on behalf of the Contract prior to work beginning. These certified copies will be sent to the KGC Procurement Manager from the Contractor's insurance agent or representative. Certificates of Insurance submitted to the KGC Procurement Manager shall have the corresponding Contract/Agreement number noted on them.
- 9.3 The Contractor shall, during the continuance of all work under the contract, provide and agree to maintain the following:
  - 9.3.1 Worker's Compensation and Employees insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force with the Commonwealth of Virginia, or which may be hereinafter enacted.
  - 9.3.2 General Liability insurance sufficient to protect the Contractor, its subcontractors, and the interest of KGCS, against any or all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work. Professional liability insurance in the amount of \$1,000,000.00 is also required.
  - 9.3.3 Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor and/or his/her subcontractors in the performance of the work. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability Policy, or a Commercial General Liability policy.

- 9.3.4 Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- 9.4 The Contractor will secure and maintain all insurance policies of its subcontractors. Those policies shall be made available to KGCS and the KGC Procurement Manager on request.
- 9.5 No change, cancellation, or non-renewal shall be made to any insurance coverage without a thirty (30) day written notice to KGC Procurement Manager. The Contractor shall furnish the KGC Procurement Manager a new certificate to the KGC Procurement Manager prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to KGC Procurement Manager.
- 9.7 Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, KGCS shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to KGCS for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- 9.8 Compliance by the Contractor and all subcontractors with the foregoing requirements shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of this contract.
- 9.9 Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude KGCS from supervising and/or inspecting the project as the end result. The Contractor shall assume all on-the-job responsibilities for the control of persons directly employed by it, the subcontractors, any person employed by the subcontractor.
- 9.10 Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and KGCS. The Contractor shall be as fully responsible to KGCS for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.
- 9.11 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 9.12 The Contractor, and all subcontractors, shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- 9.13 King George County Schools shall be named additional insured in the General Liability policies and stated so on the Certificate of Insurance.



**BID FORM – IFB # 06082009-1400**

The Bidder shall agree to provide delivery of the items/services, FOB Destination, as identified below, at the following firm fixed delivered and completed unit price, in accordance with the Scope of Work/Specifications and terms and conditions identified herein.

Deviations from the Scope of Work/Specifications may be considered. Any deviation from the Scope of Work/Specifications must be clearly identified on the bid submission.

Basis of Award: A contract will be awarded to the low cost, responsive and responsible, bidder able to meet the Scope of Work/Specifications within the time frame allotted. KGCS may award the work as a whole, or make multiple awards. Bids must be submitted on the Bid Form.

Bid form, and one (1) copy of the Bid Form shall be submitted in a single envelope/container.

<b>Item #</b>	<b>Work</b>	<b>Total Bid</b>	<b>Date Work May Begin</b>	<b>Time to Complete (days)</b>
<b>1</b>	<b>Install New Ceramic Tile In 4 Bathrooms in Old King George High School</b>			

Deviation(s) From Scope of Work/Specification: \_\_\_\_\_

\_\_\_\_\_

Firm/Individual Submitting Bid (Print) \_\_\_\_\_

Firm/Individual Submitting Bid (Signature) \_\_\_\_\_

**(Original signature to be in Blue ink, or any color other than Black)**

Federal Identification Number: \_\_\_\_\_

**A W-9 must be submitted with your bid. Failure to do so may be cause for rejection of bid as non-responsive.**



## Purchasing

**Kelly S. Dixon, CPPB**  
**Purchasing Manager**

10459 Courthouse Dr, Suite 201 • King George, Virginia • Telephone (540) 775-1657 • Fax (540) 775-5560

**SERVICES AGREEMENT**  
**NUMBER: 06082009-1400-001**

**SUBJECT: King George High School – Ceramic Tile Installation**

**Between:**

**King George County Schools**  
**9100 St. Anthony's Rd.**  
**Suite 200**  
**King George, Virginia 22485**

**Phone: (540) 775-5833**  
**Fax: (540) 775-2165**

**And the Contractor:**

**Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone:** ( ) \_\_\_\_ - \_\_\_\_  
**Fax:** ( ) \_\_\_\_ - \_\_\_\_



**SERVICES AGREEMENT**  
**NUMBER: 06082009-1400-001 (Exhibit A)**

This SERVICES AGREEMENT (“AGREEMENT”), entered into this \_\_\_ day of \_\_\_\_\_ 2009 between the KING GEORGE COUNTY SCHOOLS, VIRGINIA (“SCHOOLS”), a political subdivision of the Commonwealth of Virginia and a body politic, by and through its undersigned Purchasing Agent, pursuant to the authority expressly granted by the King George County School Board, and \_\_\_\_\_ (“CONTRACTOR”). SCHOOLS and CONTRACTOR are collectively referred to as “PARTIES.”

**WITNESSETH:**

**WHEREAS**, the SCHOOLS desires to purchase services described below and set forth in the attached documents, in accordance with the requirements of the King George County Purchasing Ordinance; and

**WHEREAS**, CONTRACTOR has the expertise, knowledge and ability to provide the services set forth below; and

**WHEREAS**, the SCHOOLS desires to hire CONTRACTOR to provide the services and/or goods as set forth below and/or on the attached document(s); and

**WHEREAS** CONTRACTOR was awarded this AGREEMENT after a duly performed competitive bidding process; and

**THEREFORE**, in consideration of the mutual agreements contained in this AGREEMENT and the terms and conditions set forth below and by the attached documents, it is hereby AGREED between the parties as follows:

1. **General Terms and Conditions**

This AGREEMENT shall follow the “General Terms and Conditions”, attached as Exhibit 1, and incorporated into this AGREEMENT.

2. **Form of Bid**

All services and pricing shall in all ways comply with the specifications set forth in the “Bid Form”, attached as Exhibit 2.

3. **Pricing**

All pricing and payment shall be as set forth in Section I.8 of this AGREEMENT.

4. **Warranties and Title**

CONTRACTOR warrants that it has free and clear title, without encumbrance of any kind to services set forth in this AGREEMENT and all attachments, and that it has the lawful right to dispose of, provide and/or sell services in this AGREEMENT.

5. **Contract Documents**

This AGREEMENT includes the following Contract Documents:

- a. General Terms and Conditions, Exhibit 1
- b. Bid Form, Exhibit 2
- c. Insurance, Exhibit 3
- d. Invitation to Bid # 06082009-1400, Exhibit 4

6. **Merger**

CONTRACTOR and SCHOOLS agree that the Contract Documents set forth in the previous paragraph contain the entire agreement between the parties and that any previous representation or agreement, in writing or otherwise, is hereby superseded and made null and void. All amendments to this AGREEMENT shall be in writing with the notice provided as set forth in the General Terms and Conditions, attached as Exhibit 1.

7. **Choice of Laws and Venue**

Any and all disputes of any kind related to this AGREEMENT shall be brought before the King George County Circuit Court and determined under the Laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereby set their signature to this AGREEMENT on \_\_\_\_\_, 2009.

King George County Schools, Virginia:

Contractor:

By: \_\_\_\_\_  
 Dr. Candace Brown  
 Superintendent of Schools  
 King George County, Virginia  
 (540) 775-5833

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

( ) \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

CERTIFICATION: I, \_\_\_\_\_, certify by my signature above that I am the duly authorized agent of \_\_\_\_\_ and have all right and authority to represent \_\_\_\_\_ and to enter into this AGREEMENT.

**EXHIBIT 1**

**GENERAL TERMS AND CONDITIONS**

**I.1 Definitions**

1. "Department Head" means the director of the using department of King George County Schools.
2. "Duly authorized representative" means any person authorized in writing by the department head to act for the department head in connection with this AGREEMENT
3. "Purchasing Agent" means the Purchasing Agent of King George County Schools whose duties and responsibilities are more particularly described in the King George County Purchasing Ordinance, or his/her designees, as duly authorized pursuant to the Purchasing Ordinance.
4. "Services" shall be as defined in the King George County purchasing ordinance in effect at the time of the execution of this agreement.
5. "Project" means the removal and installation of ceramic tile in four (4) bathrooms in the Old King George High School, King George County, Virginia.
6. "Contractor" shall mean: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_

**I.2 Contract Period**

The term of this AGREEMENT is as follows:

1. The term of this AGREEMENT is June 10, 2009 through July 10, 2009.
2. The CONTRACTOR agrees to complete all required work by July 3, 2009.

**I.3 Compliance with Laws**

The CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local government, which may in any manner affect the performance of this Agreement, including, without limitation, the King George County Purchasing Ordinance, the King George County and State of Virginia Building Codes, the King George County Zoning Ordinance, the King George County Service Authority Standards. Copies of the Purchasing Ordinance, the Zoning Ordinance, King George County Service Authority Standards, Specifications and Regulations, and the County Code are available for inspection in the King George County Purchasing Office.

This AGREEMENT is governed by the applicable provisions of the King George County Purchasing Ordinance, which is incorporated herein by reference. Procedures for contractual disputes, appeals and protests shall be governed by the Ordinance.

**I.4 Taxes**

King George County Schools is exempt from excise taxation by virtue of exemption certificate No. 54-6001372. The Purchasing Agent will complete such documents as may be necessary for the CONTRACTOR to comply with applicable tax laws and regulations. The price or prices quoted here shall include all other federal and state, direct and indirect taxes which apply.

## **I.5 Notice**

All communications and notices provided for herein shall be in writing, delivered personally or by certified mail, to the CONTRACTOR by name and address listed on the bid; to the department head by name and address listed on the cover here and to the King George County Superintendent of Schools, 9100 St. Anthony's Rd., King George VA 22485

## **I.6 Nondiscrimination**

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 non-discrimination 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 the requirements of this section.
4. 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 subcontractor or vendor.
5. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a CONTRACTOR in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
6. The CONTRACTOR will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
7. CONTRACTOR will comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

## **I.7 Other Restrictions**

1. No firearms or weapons are permitted within 500 feet of school grounds.
2. In accordance with King George County School Board Policy, the Contractor shall not knowingly send any employee or agent who is a registered sex offender to any school building or school property. The Contractor shall include this provision in any and all subcontracts.
3. All King George County School grounds are Alcohol, Tobacco, and Drug Free Zones. No illegal drugs, alcohol, or tobacco are permitted within 500 feet of school grounds.

## **I.8 Price and Services**

### **PAYMENT AMOUNT:**

The total cost for all services provided for under this AGREEMENT is \_\_\_\_\_  
(\$ \_\_\_\_\_).

### **ADDITIONAL WORK, TIME AND EXPENSES:**

When Additional Work, Time and/or Expenses are required, the CONTRACTOR will prepare a "Change Notice" describing the additional work and/or expenses, the cause of the additional work and/or expenses, the amount of increase or decrease of the AGREEMENT, and the amount of additional construction time caused by the additional work and/or expenses. These services and/or expenses shall be reviewed and authorized by the SCHOOLS in accordance with the General Conditions of the Contract for Construction. The CONTRACTOR shall not proceed with additional work, time and/or expenses until the SCHOOLS authorizes them in writing.

## **I.9 Quality Control and Inspection**

1. The SCHOOLS, by its Purchasing Agent, or any person whom he or she shall designate, shall have a right to inspect any work and/or products supplied by the CONTRACTOR in carrying out this AGREEMENT.
2. The SCHOOLS does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this AGREEMENT.
3. The CONTRACTOR shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this AGREEMENT up to the time of final acceptance by the SCHOOLS.
4. Completed work not complying with the requirements of this AGREEMENT shall be rejected by the Purchasing Agent and shall be corrected by the CONTRACTOR at no cost to the SCHOOLS.

## **I.10 Deliveries**

Work shall be completed to the satisfaction of the SCHOOLS by the date specified in this AGREEMENT. In case of failure to complete Work in accordance with the terms and conditions of this AGREEMENT, the SCHOOLS, after due oral or written notice, may perform the Work and/or have the Work performed and hold the CONTRACTOR responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of nonconforming services, they may be accepted and payment shall be made at a reduction in price determined by reasonable price concept. This remedy shall be in addition to any other remedy which the SCHOOLS may have or as otherwise specified in IFB # 06082009-1400.

## **I.11 Responsibility for Property**

The CONTRACTOR shall be liable for any loss or destruction of, or damage to, property of the SCHOOLS caused by the negligence or wrongful acts or omissions of the CONTRACTOR or the CONTRACTOR'S representatives, agents, or employees. Title and risk of loss or damage relating to the services provided by the CONTRACTOR shall be the responsibility of the CONTRACTOR until final acceptance by the SCHOOLS.

## **I.12 Secrecy of SCHOOLS'S Data**

The CONTRACTOR shall not use or disclose to third parties any data, designs, or other information belonging to or supplied by or on behalf of the SCHOOLS, without first obtaining the prior written authorization of the SCHOOLS. Upon the SCHOOLS' request, such data, designs, or other information, including all copies thereof, shall be returned to the SCHOOLS. Where the SCHOOLS' data, designs, or other information are furnished to the CONTRACTOR'S suppliers for procurement of supplies for use in the performance of the SCHOOLS' orders, the CONTRACTOR shall insert the substance of this provision in its orders.

## **I.13 Assignment and Set-off**

This AGREEMENT shall be binding upon all successors, assigns, employees or other agents of the CONTRACTOR. The CONTRACTOR shall not delegate any duties, nor assign any rights or claims under this AGREEMENT, without prior written consent of the SCHOOLS (but in no case shall the consent relieve the CONTRACTOR from its obligations or change the terms of the AGREEMENT). The CONTRACTOR shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Purchasing Agent having first been obtained. All claims for monies due or to become due from SCHOOLS shall be subject to deduction by the SCHOOLS for any set-off or counterclaim arising out of this or any other of SCHOOLS' purchase orders with the CONTRACTOR, or for any other liquidated debt from the CONTRACTOR to the SCHOOLS, whether or not any such assignment is made, and whether such set-off or counterclaim arose before or after any such assignment by the CONTRACTOR.

## **I.14 Non-infringement**

To the extent that the services are provided relating to detailed designs not originated and furnished by the SCHOOLS, or by a process or method the use of which is not specifically directed by the SCHOOLS, the CONTRACTOR guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save the SCHOOLS and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. The CONTRACTOR shall defend, at its own expense, any action or claim in which such infringement is alleged, provided the CONTRACTOR is notified within a reasonable time of such action or claim against the SCHOOLS. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by CONTRACTOR was designed.

## **I.15 Bankruptcy**

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the CONTRACTOR or in the event of the appointment, with or without the CONTRACTOR'S consent, of an assignee for the benefit of creditors or of a receiver, the SCHOOLS shall be entitled to cancel any unfilled part of this AGREEMENT without any liability whatsoever.

## **I.16 Governing Law and Venue; No Arbitration or Mediation**

This AGREEMENT between the PARTIES evidenced hereby, shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia. Venue for any action arising hereunder shall be in the state courts for King George County, Virginia. Nothing under this AGREEMENT shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from this AGREEMENT. The CONTRACTOR and SCHOOLS hereby waive any and all rights to arbitration under the laws of Virginia, the United States, or otherwise.

## **I.17 Indemnification**

The CONTRACTOR shall save, defend, hold harmless and indemnify the SCHOOLS, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or personal injury to any person, including the CONTRACTOR'S employees, of whatsoever nature or kind to the proportionate extent arising out of, as a result of, or in connection with such performance caused by the negligent actions or omissions of the CONTRACTOR, its employees, agents, subcontractors, or representatives. Without in any way limiting the foregoing, the CONTRACTOR and its subcontractors shall maintain public liability and property damage insurance as provided in Exhibit 3, and shall maintain Workman's Compensation insurance as required by law covering all employees performing under this AGREEMENT.

## **I.18 Limitation of Liability**

The SCHOOLS' liability shall be limited to the unpaid balance of amounts due under this AGREEMENT, and in no event shall the SCHOOLS be liable to CONTRACTOR for indirect, incidental, consequential or special damages.

## **I.19 Default**

The SCHOOLS may, subject to the provisions below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this AGREEMENT in any one of the following circumstances:

- a. If the CONTRACTOR fails to make delivery of the supplies or to perform the work within the time specified here or any written extension; or
- b. If the CONTRACTOR fails to perform any of the other provisions of this AGREEMENT, or so fails to make progress so as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these two circumstances does not cure the failure within a period of ten (10) days (or other such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying the failure.

In the event the SCHOOLS terminates this AGREEMENT in whole or in part as provided herein, the SCHOOLS may procure, upon the terms and in the manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated, and the CONTRACTOR shall be liable to the SCHOOLS for any excess costs for such similar supplies or service: provided, that the CONTRACTOR shall continue the performance of this AGREEMENT to the extent not terminated under the provisions of this clause.

The CONTRACTOR shall not be liable for any excess costs if acceptable evidence has been submitted to and is deemed sufficient by the Purchasing Agent to establish that failure to perform the AGREEMENT was due to causes beyond the control and without the fault or negligence of the CONTRACTOR.

## **I.20 Termination**

This AGREEMENT may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the SCHOOLS' best interest. Any such termination shall be effected by the delivery to the CONTRACTOR of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance under the AGREEMENT is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the CONTRACTOR shall stop all performance, cancel orders for parts and terminate Subcontractor's as of the date specified in the notice; and accept no further orders from the SCHOOLS. However, any authorized work not delivered as of the date of termination shall be delivered as required herein.

## **I.21 Force Majeure**

CONTRACTOR is not responsible for damages or delay in performance caused by conditions beyond its control including, but not limited to, Acts of God, wars, and natural disasters. In any such event, CONTRACTOR'S fee and schedule shall be equitably adjusted.

## **I.22 Ownership & Confidentiality of Goods and Services**

CONTRACTOR acknowledges that SCHOOLS will be sole and exclusive owner of all goods and services produced under this AGREEMENT, including but not limited to tangible items, writing, drawings, plans, images, intellectual property and data compilations of any form whatsoever, shall be the exclusive and sole property of SCHOOLS and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

Further, CONTRACTOR agrees that all information provided to and by SCHOOLS pursuant to this AGREEMENT is private, confidential and proprietary and shall be the exclusive and sole property of SCHOOLS and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

## **I.23 Immigration Reform and Control Act Of 1986**

The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. Virginia Code § 2.2-4311.1

## **I.24 Official Not To Benefit**

CONTRACTOR certifies that to the best of his knowledge no SCHOOLS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to this AGREEMENT. If such a benefit has been received or will be received, this fact shall be immediately disclosed to the King George County Procurement Manager. Failure to disclose the information prescribed above may result in recession of this AGREEMENT, or affect payment pursuant to the terms of the AGREEMENT.

Whenever there is reason to believe that a benefit of the sort described in the paragraph above has been or will be received in connection with this AGREEMENT that the CONTRACTOR has failed to immediately disclose, or has inadequately disclosed it, SCHOOLS as a prerequisite to payment pursuant to the CONTRACTOR, or at any time may require the CONTRACTOR to furnish, under oath, answers to any interrogatories related to such possible benefit.

In the event the CONTRACTOR has knowledge of benefits as outlined above, this information shall immediately be submitted to the King George County Procurement Manager.

#### **I.25 Non-Appropriation**

The COUNTY shall be bound, hereunder, only to the extent that such funds shall have been appropriated and budgeted and are otherwise available for the purpose of this contract. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment due under this contract, then the COUNTY shall immediately notify the Financial Advisor, in writing, of such occurrence and this AGREEMENT shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the COUNTY of any kind whatsoever.

#### **I.26 No Agency Relationship**

The CONTRACTOR is not the agent, subagent or representative of the COUNTY; and this AGREEMENT shall not make the COUNTY liable to any person, firm, corporation or other who contracts with or provides good or services to the CONTRACTOR in connection with the services it has agreed to perform hereunder or otherwise for debts or claims accruing to such parties against the CONTRACTOR and any other person, firm, corporation or other supplying any work, labor, services, goods or materials to the CONTRACTOR as a result of its services to the COUNTY hereunder or otherwise.

**EXHIBIT 2**

**BID FORM – Attach Here**

### **EXHIBIT 3**

#### **INSURANCE – Attach Here**

The CONTRACTOR will be required to provide evidence of the minimum coverage's described within IFB 06082009-1400. No AGREEMENT shall be finalized and no work shall commence until the CONTRACTOR insurance requirements are met

**EXHIBIT 4**

**IFB 06082009-1400 – Attach Here**