

Purchasing Department  
P. O. Box 13145 • Roanoke, VA 24031  
(540) 853-1348 • Fax (540) 853-2836  
August 19, 2024

**INVITATION FOR BID  
IFB 3155**

Notice is hereby given of the intention of the School Board for the City of Roanoke, Virginia, to contract for:

**DIVISION WIDE PEDESTAL HAND SINK WITH FOOT VALVES REPLACEMENT**

**Bid Submission Requirements:**

Bids must be received by the Bid Due Date and Time at [bids.purchasing@rcps.info](mailto:bids.purchasing@rcps.info).

**Bid Due Date and Time: October 9, 2024; 3:00 P.M.**

**Bids will be publicly opened and read aloud on October 9, 2024, 3:30 P.M. @ Roanoke City Public Schools Administration Building located at 40 Douglass Avenue NW, Roanoke, VA 24012.**

**Announcement of Award:** Upon the award or the announcement of the decision to award a contract as a result of this Invitation for Bid (“IFB”), the Director of Purchasing will publicly post such notice on the Roanoke City Public School’s web site (<https://www.rcps.info/Page/262>) (**Click on Bids, RFPs, and Cancellations**) for a minimum 10 day period.

ROANOKE CITY SCHOOL BOARD  
**Eric Thornton**  
Purchasing Director

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Electronic Invitation to Bid/RFP Retrieval Instructions: **Full copies of Requests for Proposals, Bids, and Addenda must be retrieved over the Internet at the following address:** <https://www.rcps.info/Page/262>.

***Click on “Bids, RFPs, Cancellations”***

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**This Public Body does not discriminate against Faith-Based Organizations**

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DIVISION WIDE PEDESTAL HAND SINK WITH FOOT VALVES REPLACEMENT

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**I. PURPOSE**

The purpose of this Invitation for Bid is for Roanoke City Public Schools (“RCPS”, “Owner”) to procure a Contractor (“Offeror”) to provide all materials, labor, and installation to replace and/or retrofit pedestal hand sinks with pedestal hand sinks with foot valves throughout RCPS’ buildings. The complete installation of each new fixture and disposal of all old fixtures will be the responsibility of the successful Contractor. The term “complete” means that all the equipment will be fully functional and any building improvements to accommodate the installation will match the existing components for the building.

RCPS will select the Contractor, or Contractors, who, in the aggregate, most completely meets the needs of the Division.

This document establishes the anticipated services to be performed and outlines the evaluation and selection process. However, this document does not guarantee a contract.

**II. SCOPE OF WORK**

RCPS is requesting Bids from Offerors to provide the most practical, time effective, and cost-efficient solution to perform DIVISION WIDE PEDESTAL HAND SINK WITH FOOT VALVES REPLACEMENT.

General Technical Specifications:

Foot valve-operated stainless steel pedestal hand sink complete with removable access panel, p-trap and tail piece, mounts to floor and wall. Constructed of all-welded type 304 stainless steel, with deep-drawn positive drain sink bowl, basket drain, inverted “V” edge to prevent spillage, and splash mounted gooseneck spout. Foot valve operated hand sinks shall be equipped to provide warm water at a temperature of at least 38°C (100°F) through a mixing valve. Detailed technical specifications and drawing of the unit being offered must be provided as part of your firm’s bid submission. In addition to detailed specifications and drawing, a detailed description must also be provided of unit warranty and warranty procedures.

**Attachment A** provides a list of school locations and the number of existing hand sinks at those locations.

The specifications of the type of appliance to be provided, or equal, is outlined in **Attachment B**.

Federal funds will be used for this Project. Submitted bids and any resulting contract for this Project shall comply with the provisions included in the Owner’s “Contract Addendum For Compliance With Federal Funding And Other Requirements” (**Attachment C**).

On site work on the project site can begin on upon award of contract and must be substantially

completed and fit for the intended use by March 31, 2025.

### III. PROJECT REQUIREMENTS

#### 1. Job Schedule.

TIME IS OF THE ESSENCE, and job schedule durations for any given task within the job schedule will not preclude RCPS from requiring the Contractor to furnish additional workmen and/or equipment to the Project at no additional cost to RCPS if, in the opinion of RCPS, some tasks are slipping in duration and insufficient workmen are assigned to the job to finish each task on time or early. The contractor shall direct and coordinate all work performed by his forces and those of any subcontractors in his employ to assure the orderly and timely completion of the work. The work on the project can start after a formal agreement is reached.

The work must be scheduled when school is not in session. Afternoon/evenings between 4:00 PM-11:00 PM, weekends between 7:00 AM-5:00 PM, school breaks (Monday to Friday) between 7:00 AM – 5:00 PM. The hand sinks must be functioning the next school day. Please coordinate with the RCPS Food Service Technician to ensure work does not disrupt kitchen operations and adhere to safety protocols at all times. Regular updates on progress and any potential delays must be communicated promptly.

Substantial Completion (fit for the intended use) for IFB 3155 must be achieved no later than March 31, 2025. If the Contractor is unable to achieve Substantial Completion for the project by March 31, 2025, the Contractor shall pay to the Owner, not as a penalty, however as liquidated damages for breach of Contract, one thousand dollars (\$1,000) per calendar day.

#### 2. Clean Up.

During the course of the Project, the Contractor shall maintain the Project in a clean and orderly condition and shall remove waste materials from the Project. In addition to any specific directions from the Owner, a daily clean-up is a mandatory requirement throughout the course of the Project. If Contractor fails to clean up daily, after being warned by the owner, at the weekly meeting or in writing, and after the passage of 24 hours, RCPS will perform the necessary clean-up and the cost of this clean-up will be deducted from future payments due the Contractor at the rate of \$45 per man-hour, or the actual cost of clean-up, plus 15%, whichever is higher, and/or may charge a daily fine of \$100.00 per day until the clean-up is complete. Upon completion of the Work under the Contract, the Contractor shall remove from the Project all temporary structures, debris, and waste incident to its operation and clean all surfaces, fixtures, equipment, etc., related to the performance of the Contract. If the Contractor fails to perform this final clean-up within two (2) working days, or sooner if required for safety and/or health reasons, after notification by the RCPS to do so, RCPS will perform the necessary clean-up and the cost of this clean-up will be deducted from future payments due the Contractor at the rate of \$45.00 per man-hour, and/or \$1,000.00 per day until the clean-up is complete.

#### 3. Safety.

Contractor shall, at its own expense, conform to any basic safety policy of RCPS, and shall comply with all applicable Federal, State or Local safety rules, standards, regulations and record keeping requirements. If Contractor fails to remedy noted safety issues daily, after being

warned by RCPS, at the weekly meeting or in writing, and after the passage of 24 hours, RCPS will perform the necessary safety work and the cost of this work will be deducted from future payments due the Contractor at the rate of \$45 per man-hour, or the actual cost of the work plus 15%, whichever is higher, and/or may charge a daily fine of \$1,000.00 per day until the work is complete. Contractor shall inform all of his employees of any RCPS's policy on safety and that all safety-related policies and regulations should be implemented. Contractor agrees to defend and to be solely responsible for all citations, assessments, fines or penalties which may be received or incurred by reason of Contractor's failure or the failure of the Contractor's agents, employees, suppliers or subcontractors to comply with safety standards, rules, regulations and requirements.

4. **Coordination of its Work with Others.**

The Owner may award separate contracts for performance of certain other construction operations during this contract. Those operations may be scheduled to take place while work under this Contract is under way. The Contractor shall coordinate with the Owner and his direct contractors so that all work can be completed in a timely and efficient manner.

5. **Bonds.**

The following bonds are required for construction projects over \$100,000:

- A. A bid bond must be submitted with each bid as a guarantee that if the contract is awarded to the Offeror, Offeror will enter into the contract for the work stated in the IFB. Bids not accompanied by a bid bond will be rejected.
- B. A performance bond to assure strict conformity to plans and specifications.
- C. A payment bond to assure payment of labor and materials to suppliers and subcontractors.
- D. Contractor is to be responsible for payment of all bonds relating to work quality, erosion control, permits/fees to reviewing agencies as needed.

6. **Contractor agrees as follows:**

- A. Contractor shall cooperate with the RCPS and all others whose work may Interface or interfere with Contractor's Work; before proceeding with Contractor's Work, or any portion thereof, Contractor shall review all job conditions and thoroughly inspect all prior Work of previous Contractors and others. Contractor shall notify RCPS, in writing, of any unacceptable conditions, interferences or defective prior Work that would affect the proper and timely execution of Contractor's Work. Unless such notice is given, Contractor shall be deemed to have fully accepted the conditions as they exist and shall be fully responsible for any and all expenses, losses or damages resulting from said conditions; unless such conditions as would affect the Contractor's work are not reasonably discoverable by Contractor's inspection.
- B. Contractor recognizes that the Job Schedule requires coordination with other trades and agrees to coordinate Contractor's Work with the work of others including work by the Owner's forces or separate contractors. Contractor recognizes that Contractor's Work may not always be performed as a continuous operation.
- C. Contractor shall participate in scheduling meetings to coordinate interrelated and interfacing work of the various Contractors. Should Contractor install any portion of Contractor's Work prior to coordination or in such a manner as to cause interference with the

Work of others, Contractor shall, at its own expense, arrange for its removal or modification, or cutting and patching.

- D. Contractor shall be responsible for taking all field measurements necessary to ensure the proper fitting of Contractor's Work with the Work others. Field measurements shall be taken and coordinated in a timely manner to avoid delaying the Job Schedule.
- E. Contractor shall provide a job schedule and store materials and equipment until installation.
- F. Contractor shall immediately notify RCPS, in writing, of any changes in the delivery status of any of Contractor's materials or equipment or job schedule; however, such change does not relieve Contractor of its obligations to perform its work in accordance with the Contract.
- G. Contractor shall promptly submit shop drawings, drawings, data, and samples in such detail as required in order to carry on Contractor's Work efficiently and at a speed that will avoid delay to the Job Schedule and permit coordination of Contractor's Work with the work of others.
- H. Contractor should provide a schedule of work that coincides with project timeline.
- I. Contractor is required for obtaining all building permits and licenses that may be required to perform the Work.
- J. These project requirements are made a part of any resulting contract.

#### IV. CALENDAR OF EVENTS

	<b>Date</b>
Release Bid	08/19/2024
<b>Mandatory</b> Pre-bid meeting	08/28/2024 (9:00 A.M.)
<b>Non-mandatory</b> site visits	08/29/2024; 08/30/2024
Receive Written Inquiries (no later than)	09/11/2024 (5:00 P.M.)
Answer Written Inquiries	09/16/2024 (anticipated)
Receive Bids	10/09/2024 (3:00 P.M.)

\* Written questions regarding the project may be submitted via e-mail to [ethornton@rcps.info](mailto:ethornton@rcps.info). Answers will be posted to the RCPS website, <https://www.rcps.info/Page/262>.

#### V. PRE-BID MEETING AND SITE VISITS

A **Mandatory** pre-bid meeting/site visit will be conducted August 28, 2024, at 9:00 A.M. at Roanoke City Public Schools Administration Building on Campbell located at 201 Campbell Avenue SW, Roanoke, Virginia 24011. Written questions regarding the project may be submitted via e-mail to [ethornton@rcps.info](mailto:ethornton@rcps.info).

**Non-mandatory** site visits to all schools will be conducted on August 29<sup>th</sup> & August 30<sup>th</sup>, 2024 from 9:00 AM to 5:00 PM starting at William Fleming High School (3649 Ferncliff Ave, NW) main entrance and proceeding to the other schools. A schedule will be provided at the mandatory pre-bid meeting.

#### VI. SUBMITTAL REQUIREMENTS

Bids must be submitted on the enclosed Bid Form and signed by an authorized individual of the company.

Bids must be received by the Bid Due Date and Time at [bids.purchasing@rcps.info](mailto:bids.purchasing@rcps.info).

**Bid Due Date and Time:** October 9, 2024; 3:00 P.M.

Additional Information:

- i. Requests for any additional information should be directed to Eric Thornton, Director of Purchasing, at (540) 853-1348. All answers to questions will be posted on the RCPS website at <https://www.rcps.info/Page/262>.
- ii. All information concerning scheduling of this project and any issues or concerns that may arise on this project are to be directed to Ellen Craddock at (540) 853-1243, or [ecraddock@rcps.info](mailto:ecraddock@rcps.info).
- iii. RCPS encourages use of MBE, WBE, SBE, and Local contractors.
- iv. The selected Contractors shall supply a "Certificate of Compliance" for all persons working on the project. This includes, however is not limited to, said contractor's employees and any subcontractor's employees.

## **VII. COOPERATIVE PROCUREMENT – NOT USED**

## **VIII. GENERAL TERMS AND CONDITIONS**

1. **Taxes:** State sales and use tax certificate of exemption, Form ST-12 will be issued upon request, if you do not have same on file. Deliveries against this Bid shall be free of excise or transportation taxes.
2. **Mandatory use of RCPS Forms and Terms and Conditions:** Failure to submit a Bid on the official forms provided for that purpose shall be a cause for rejection of the Bid. Return of the completed document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the Bid; however, RCPS reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a Bid as non-responsive. Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the Bid forms.
3. **Precedence of Terms:** Except for Paragraphs 1 and 2 of the General Terms and Conditions for Professional Services, which shall apply in all instances, in the event there is a conflict between the Generals Terms and Conditions for Professional Services and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.
4. **Default:** In case of failure to deliver the reports, documents, or services in accordance with the contract terms and conditions, RCPS, after due oral and written notice, may procure from other sources and hold Vendor responsible for any resulting additional procurement and administrative. This remedy shall be in addition to any other remedies which RCPS may have.
5. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of RCPS.
6. **Antitrust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to RCPS all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by RCPS under said contract.
7. **Ethics in Public Contracting:** By submitting the Bid, all Offerors certify and warrant that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their Bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services

or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

8. **Anti-Discrimination:** By submitting their Bid, all Offerors certify to RCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:
  - A. In every contract over \$10,000, the provisions 1 and 2 below apply:

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, or national origin, except where religion, sex or national origin 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. 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. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
    2. The contractor will include the provisions of paragraphs 1, above, in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or Contractor.
9. **Debarment Status:** By submitting a Bid, all Offerors certify that they are not currently debarred from submitting Bids on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Bids on contracts by any agency of the Commonwealth of Virginia.
10. **Applicable Law and Courts:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.
11. **Qualifications of Offerors:** RCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to RCPS all such information and data for this purpose as may be requested. RCPS reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. RCPS further reserves the right to reject any Bid if the evidence submitted by, or investigations of, such Offeror fails to satisfy RCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
12. **Anti-Collusion Certification:** By signing the Bid, the Offeror certifies that the Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The Offeror understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The Offeror agrees to abide by all conditions of the Bid and certifies that the individual signing the proposal is authorized to do so.
13. **Payment Terms:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 day, however.



14. **Immigration Reform & Control Act of 1986:** By submitting a proposal, Offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
15. **Relationship of Offeror to Owner:** After the Contract for services has been fully executed, the Offeror shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements and other similar information to the Offeror.
16. **Code and Regulatory Compliance:** Review, comments and approvals by Owner or the staff of RCPS, in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under the applicable laws, codes, and professional practice as required in projects for Roanoke City Public Schools.
17. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

## IX. SPECIAL TERMS AND CONDITIONS

### 1. **Insurance:**

Prior to the start of any work under the contract, the Contractor shall provide to RCPS Certificate of Insurance Forms approved by RCPS and maintain such insurance until the completion of all project orders issued under the contract. The minimum limits of liability shall be:

A. Workers' Compensation. Workers' Compensation insurance covering Contractor's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees engaged in work under this Agreement.

B. Automobile Liability. The minimum limit of liability for automobile liability insurance shall be \$1,000,000 combined single limit applicable to owned or non-owned vehicles

C. Commercial General Liability Broad Form insurance shall insure against all claims, loss, cost, damage, expense, or Contractor's performance under this contract. The minimum limits of liability for this coverage shall be \$2,000,000 combined single limit for any one occurrence.

2. **Audit:** The Offeror agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by RCPS. RCPS shall have full access to and the right to examine any of said materials during said period.
3. **Termination of Contract:** RCPS reserve the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days' written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
4. **Modification of Contract:** RCPS may, upon mutual agreement with the Offeror, issue written modifications to the statement of needs as a part of this contract, except that no modifications can be made which will result in an increase of the original project order contract price by \$50,000 or a cumulative amount of more than 25%, whichever is greater, without the advance written approval of the Superintendent or designee.
5. **Ownership of Materials:** Ownership of all data, materials, and documentation originated and prepared for the Roanoke City School Board pursuant to the proposal shall belong exclusively to the Roanoke City School Board and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the Freedom of Information Act, unless

otherwise required by law or a court; however, the Offeror must invoke the protection of Section 2.2-4332(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire Bid document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the bid.

6. **Subcontracts:** No portion of work shall be subcontracted without prior written consent of RCPS. In the event the Contractor desires to subcontract some or part of the work specified herein, the Contractor shall furnish RCPS the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work done by the subcontractor(s) and shall assure compliance with all contract requirements.
7. **Indemnification:** The contractor agrees to be responsible for, indemnify, defend and hold harmless RCPS, its officers, agents, and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Workers' Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend, and hold harmless RCPS, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contractor.
8. **Bid Acceptance Period:** Any Bid resulting from this solicitation shall be valid for 90 days. At the end of the 90 days, the Bid may be withdrawn at the "written" request of the Offeror. If the Bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Withdrawal of Bids due to error shall be in accordance with Section II-54 (ii), Code of Virginia.
9. **Late Bids:** To be considered for award, Bids must be received by Roanoke City Public Schools, Attention Eric Thornton, 40 Douglass Ave NW, Roanoke, VA 24012, by the designated opening date and hour. The official time used in the receipt of bids is that time on the clock located in RCPS Purchasing Department. Bids received after the designated opening date and hour are automatically disqualified and will not be considered. Roanoke City Public Schools is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or another means of delivery. It is the sole responsibility of the Offeror to insure that its Bid reaches Roanoke City Public Schools Purchasing Department by the designated date and hour.
10. **Debarment Status:** By submitting a proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
11. **Gifts by Offeror, Contractor, or Subcontractor:** No Offeror, contractor or subcontractor shall confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
12. **Qualification of Offerors:** Roanoke City Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to

perform the work and the Offeror shall furnish to Roanoke City Public Schools all such information and data for this purpose as may be requested. Roanoke City Public Schools reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. Roanoke City Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Roanoke City Public Schools that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

13. **Availability of Funds:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
14. **Contract Documents:** The contract entered into by the parties shall consist of the Bid documents, the signed Bid submitted by the Contractor, Roanoke City Public Schools Standard Contract form, the General and Special Terms and Conditions, the Statement of Need including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.
15. **Rejection of Bids:** The Superintendent or designee, on behalf of the School Board, reserves the right to reject any and all Bids.
16. **Procedure for Protest:** Any vendor submitting a proposal may protest the award or decision to award a contract by submitting a written protest to the Superintendent of the ROANOKE CITY SCHOOL BOARD no later than ten (10) days after the award or the announcement of the decision to award whichever occurs first. The written protest shall include the basis for the protest and the relief sought. (Section 2.2-4360, Code of Virginia)
17. **Disclosure of Bid Contents:** Ownership of all data, materials, and documentation originated and prepared for the Roanoke City School Board pursuant to the bid shall belong exclusively to the Roanoke City School Board and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the Freedom of Information Act, unless otherwise required by law or court; however, the Offeror must invoke the protection of Section 2.2 -4332 (F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The classification of an entire bid document, line item prices, and/or total bid prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the bid.
18. **Drug Free Workplace:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation 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.

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 any controlled substance or marijuana during the performance of the contract.

19. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

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**X. ADDITIONAL FORMS**

**STATE CORPORATION COMMISSION FORM**

This form must be returned with response to solicitation.

**Virginia State Corporation Commission ("SCC") registration information. The undersigned Offeror:**

\_\_\_\_\_ is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_.

**-OR-**

\_\_\_\_\_ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

**-OR-**

\_\_\_\_\_ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location).

**-OR-**

\_\_\_\_\_ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** Check the following if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): \_\_\_\_\_.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_

**ANTI-COLLUSION CERTIFICATION**

The Offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The Offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: \_\_\_\_\_

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

Name of Company: \_\_\_\_\_

**MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION**

The Proposer should complete the following information:

Is Proposer a qualified minority or women-owned business enterprise (MBE/WBE)?

Yes: \_\_\_\_\_ No: \_\_\_\_\_. Regardless of response to this question, Bidder shall complete the following:

Will Bidder be using Subcontractors? Yes: \_\_\_\_\_ No: \_\_\_\_\_

In conjunction with the desire of the School Board of the City of Roanoke, VA’s policy to utilize Minority and Women-Owned Business Enterprises wherever possible, the Bidder (Proposer) has solicited quotations for labor, material, and/or services from the following MBE/WBE: (Attach additional sheet if necessary.)

1.	<u>Name of Firm</u>	<u>Person(s) Contacted</u>	<u>Type of Labor, Service or Material Quoted</u>	<u>Date</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

2. Of those Listed above, we intend to utilize the following MBE/WBE in completion of the work required by this contract. (Attach additional sheet if necessary.)

<u>Name of Firm</u>	<u>Type of Labor, Service or Material Quoted</u>	<u>Amount of Contract Subcontract</u>
_____	_____	_____
_____	_____	_____

The Bidder will utilize the indicated MBE/WBE firms in this project. If the Proposer determines not to use the indicated MBE/WBE, Bidder must notify the School Board and provide a valid non-discriminatory business reason for not employing the MBE/WBE.

3. If the MBE/WBE's indicated in paragraph 1 will not be utilized, please state the reason for each firm. (Attach additional sheet if necessary.)

<u>Name of Firm</u>	<u>Results of Contact</u>
_____	_____
_____	_____

4. If unable to contact MBE/WBE's, please indicate efforts made: (Attach additional sheet if necessary.)

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This firm has made a good faith effort to utilize MBE/WBE's whenever possible.

Offeror: \_\_\_\_\_  
(Firm)

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

\_\_\_\_\_   
(Telephone) (FAX)

\_\_\_\_\_   
(Ink Signature and title) (Date)

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	Requestor's name and address (optional)
	<p><b>6</b> City, state, and ZIP code</p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
<b>OR</b>				
<b>Employer identification number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.*



**ROANOKE CITY PUBLIC SCHOOLS  
CERTIFICATION OF COMPLIANCE WITH VIRGINIA CODE**

1. A sworn statement or affirmation from the Contractor that neither the Contractor nor any of its employees have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child nor a crime of moral turpitude is mandated by Virginia Code Section 22.1-296.1.
2. Affirmation from the Contractor that the Contractor does not, and shall not, during the performance of the contract for goods and services in Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
3. A sworn statement or affirmation from the Contractor that the employees have submitted to and passed an employment drug screening.
4. Affirmation from the Contractor that the Contractor does not and shall not during the performance of the contract for goods and services in Virginia, knowingly employ an individual that has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Virginia Code Section 19.2-392.02.

Bid/Proposal Number: **3155**

Company Name: \_\_\_\_\_

List of employee(s) assigned to the project:	

By signature below, I hereby certify that 1) a criminal background check has been performed as part of the employment process for the above listed persons and that based upon the results of such background check these individuals have never been convicted of a violent felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor a crime of moral turpitude; 2) to the best of my knowledge and belief none of these individuals is currently the subject of any pending criminal charges involving a violent felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor a crime of moral turpitude; and 3) I do not nor shall I during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986; 4) the above listed persons have submitted to and passed an employment drug screening.

If the employees assigned to the project change, an updated copy of this form must be submitted to the Purchasing Office before an added employee can begin to work on the project.

Only employees on this list will be allowed to provide services to the schools or be allowed to interact with students.

Name of Company Officer \_\_\_\_\_ Date \_\_\_\_\_

Signature of Company Officer \_\_\_\_\_ Rev. 8/2020

**Reference Form**

1. Project Location and Scope: \_\_\_\_\_  
\_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

2. Project Location and Scope: \_\_\_\_\_  
\_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

3. Project Location and Scope: \_\_\_\_\_  
\_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**CERTIFICATION OF BID**

**IFB 3155**

**DIVISION WIDE PEDESTAL HAND SINK WITH FOOT VALVES REPLACEMENT**

The undersigned certifies a comprehension of the specifications in the foregoing bid, and that the merchandise or service submitted for this bid meets or exceeds industry standard. The undersigned agrees to the terms of the Bid and if awarded agrees that these terms will serve as a legal contract. The successful vendor certifies that the vendor, all principals and sub recipients, are not suspended or debarred from providing the services described in this contract. Further, Roanoke City Public Schools reserves the right to review the List of Parties Excluded from Federal Procurement or Non-procurement Programs to determine that the successful vendor, including all principals and sub recipients, has not been suspended or debarred from providing the services described in this solicitation.

FIRM \_\_\_\_\_

BY \_\_\_\_\_

**(Signature validates bid)**

\_\_\_\_\_  
(Print or type name)

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

TOLL-FREE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_

**XI. BID FORM – IFB 3155**

DIVISION WIDE PEDESTAL HAND SINK WITH FOOT VALVES REPLACEMENT

BASE PRICE PER UNIT \$ \_\_\_\_\_ (price of the hand sink)

INSTALL PRICE PER UNIT \$ \_\_\_\_\_ (price of standard installation)

TOTAL COST PER UNIT \$ \_\_\_\_\_

EXPECTED LEAD TIME TO RECEIVE EQUIPMENT FOR INSTALLATION \_\_\_\_\_ days

STANDARD TIME TO COMPLETE INSTALLTION PER UNIT \_\_\_\_\_ hours

ADDENDUM/BULLETIN RECEIPT: The undersigned hereby acknowledges the receipt of the following addenda to the Contract Documents:

Addendum \_\_\_\_\_ Dated \_\_\_\_\_

Addendum \_\_\_\_\_ Dated \_\_\_\_\_

Addendum \_\_\_\_\_ Dated \_\_\_\_\_

Addendum \_\_\_\_\_ Dated \_\_\_\_\_

By signing this form, you and your firm agree to abide by the terms set forth in this solicitation and expressly guarantee pricing provided on this form.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

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

For: \_\_\_\_\_  
(firm, company, or corporation)

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

END OF BID FORM

**IFB 3155 - ATTACHMENT A**

<b>Site</b>	<b>Address</b>	<b>Number of Existing Hand Sinks</b>
Crystal Spring Elementary	2620 Carolina Avenue, S.W.	2
Fairview Elementary	648 Westwood Blvd, N.W.	1
Fishburn Park Elementary	3057 Colonial Ave., S.W.	2
Garden City Elementary	3718 Garden City Blvd., S.E.	2
Grandin Court Elementary	2815 Spessard Avenue, S.W.	1
Highland Park Elementary	1212 5 <sup>th</sup> St., S.W.	2
Hurt Park Elementary	1525 Salem Ave., S.W.	1
Lincoln Terrace Elementary	1802 Liberty Road, N.W.	1
Monterey Elementary	4501 Oliver Road, N.E.	2
Morningside Elementary	1716 Wilson Street, S.E.	1
Roanoke Academy for Math & Sci	1616 19 <sup>th</sup> St., N.W.	2
Round Hill Elementary	2020 Oakland Blvd., N.W.	3
Virginia Heights Elementary	1210 Amherst St., S.W.	1
Wasena Elementary	1125 Sherwood Ave., S.W.	1
Westside Elementary	1441 Westside Blvd., N.W.	1
James Breckinridge Middle	3901 Williamson Road, N.W.	3
James Madison Middle	1160 Overland Rd., S.W.	1
Lucy Addison Middle	1220 5 <sup>th</sup> Street, N.W.	3
John P. Fishwick Middle	1004 Montrose Ave., N.W.	1
Woodrow Wilson Middle	1813 Carter Road, S.W.	2
Patrick Henry High School	2102 Grandin Road, S.W.	3
William Fleming High School	3649 Ferncliff Ave., N.W.	3
Forest Park Academy	2730 Melrose Ave., N.W.	1
Noel C. Taylor Learning Academy	3229 Williamson Road, N.W.	1

**IFB 3155 – ATTACHMENT C**

**SCHOOL BOARD OF CITY OF ROANOKE**

**CONTRACT ADDENDUM FOR COMPLIANCE WITH FEDERAL FUNDING AND OTHER REQUIREMENTS**

School Board of City of Roanoke (“School Board”) and \_\_\_\_\_ (“Contractor” or “Licensor”) (School Board and Contractor are referred to herein as the “Parties”).

The Parties agree that this Addendum (“Addendum”) is incorporated into and amends the Contract or Agreement dated \_\_\_\_\_ (“Contract”) between the Parties for \_\_\_\_\_. The Parties acknowledge and agree that the School Board, as a political subdivision of the Commonwealth of Virginia, cannot agree to certain contractual provisions. Additionally, because School Board’s funding for the Contract is being provided in part through the use of federal funding that includes, and is not limited to, CARES and ESSER grants, applicable federal regulations require that the provisions contained in this Addendum be incorporated into the Contract. The Parties agree that because of such limitations and because the required federal provisions do not appear in the Licensor’s Contract, and the Contract cannot be accepted by the School Board without the required provisions, in consideration of the convenience of using this form, without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that the provisions contained below shall be incorporated by reference into the Contract. In the event of any conflict between the terms of this Addendum and the Contract, the terms of this Addendum shall control.

1. General Provisions- Any provision requiring School Board to perform any of the actions below shall be unenforceable:
  - a. Requiring the School Board to obtain or maintain any type of insurance.
  - b. Requiring or stating that the terms of the Licensor’s form Contract shall prevail over this Addendum;
  - c. Requiring the School Board to defend, indemnify or to hold the Licensor harmless for third party claims of any kind;
  - d. Imposing interest charges exceeding those permitted by *Code of Virginia*, § 2.2-4347 through 2.2-4354, Prompt Payment;
  - e. Requiring the application of law other than Virginia law in interpreting or enforcing the contract, or requiring or permitting that any dispute under the contract be resolved in any court other than an appropriate state circuit court in Virginia;
  - f. Requiring School Board to pay liquidated damages, or requiring the School Board to make any payment for lost revenue or profits if the Contract is terminated before its ordinary period;

- g. Requiring School Board to agree to or be subject to any form of equitable relief not authorized by the Constitution or laws of Virginia;
- II.
- h. Limiting or adding to the time period within which claims can be made or actions can be brought;
- III.
- i. Permitting unilateral modification of this contract by Licensor, or deeming School Board to agree to a modification by means other than affirmatively signing a modification agreement on paper;
  - j. Binding School Board to any arbitration process or decision;
  - k. Obligating School Board to pay costs of collection or attorney's fees.
2. Default and Remedy. Provided the amount to be paid Contractor by School Board exceeds \$250,000, School Board shall be entitled to the following remedies after written notice to Contractor in the event of breach and a reasonable period of time to cure such breach (1) termination of Contract and hiring another Contractor to complete such work contracted for under the Contract, (2) initiating the appropriate legal action to which Licensor may be entitled under applicable federal, state, or local laws, rules, or ordinances, in a court of competent jurisdiction, including and not limited to, seeking an injunction or specific performance. Contractor shall pay School Board any damages caused by Contractor's default on any of the terms of the Contract.
3. Termination for Cause and Convenience. Provided the amount to be paid Contractor by School under the Contract exceeds \$10,000, the Parties agree that this Contract may be terminated by School Board at any time, for any reason. Unless the Contract is terminated for cause due to the fault of Contractor, School Board agrees to pay Contractor for any portion of the work already performed if the Contract is terminated for convenience.
4. Equal Opportunity. The Parties acknowledge that the Contract is a "federally assisted construction contract" within the meaning of 41 CFR 60.3, as it involves the "construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services." Accordingly, 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, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract



or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Davis Bacon. When required by federal program legislation, in all prime construction contracts in excess of \$2,000, Contractor agrees to comply with the requirements of the Davis-Bacon Act, 40 U.S.C. 3141-3148, as amended, which are incorporated herein by reference. In accordance with the statute, Contractor agrees to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, wages shall be paid not less than once a week. Contractor agrees that it will not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
6. Compliance with Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, incorporated herein by reference. Provided the amount paid Contractor under the Contract exceeds \$100,000, and mechanics or laborers will be used by Contractor to perform the work under the Contract, Contractor agrees to comply with the requirements of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), incorporated by reference, and agrees to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. In the event any mechanic or laborer of Contractor performs work under the Contract in excess of the 40-hour standard work week, Contractor agrees that it shall pay such worker at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Moreover, Contractor agrees that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
7. Compliance with Clean Air Act. Provided the amount paid Contractor under the Contract exceeds \$150,000, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, which are incorporated herein by reference. —Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension. Contractor agrees that it shall not hire or retain any subcontractor to assist with the work performed under the Contract if such subcontractor is listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), incorporated herein by reference.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) –In the event the amount paid Contractor under the Contract exceeds \$100,000, Contractor agrees and certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  
10. Indemnification. In addition to Contractor’s indemnification obligations contained elsewhere in the Contract, Contractor agrees to indemnify and hold harmless School Board, its officers, employees, agents, and assigns, against any and all claims, costs, causes of action, suits, judgments and expenses, including attorney's fees and expenses, arising out of any breach by Contractor of the provisions contained in this Addendum.

In addition, the Parties agree that the Contract shall be deemed to incorporate provisions that the Virginia Public Procurement Act requires to be included in public contracts. These can be found in the following Sections of the *Code of Virginia* and are incorporated herein by reference: § 2.2-4363 (procedure for filing claims); § 2.2-4354 (requirement to pay subcontractors); § 2.2-4311 (non-discrimination in contracts above \$10,000); § 2.2-4312 (drug-free workplace in contracts above \$10,000); § 2.2-4311.1 (compliance with federal immigration law); and § 2.2-4311.2 (authorization to transact business in Virginia, if legally required).

The Contract, consisting of this Addendum and Contractor’s attached form agreement, constitutes the entire agreement between the Parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed, intending thereby to be legally bound, by their authorized representatives.

**SCHOOL BOARD OF THE CITY OF ROANOKE**

**CONTRACTOR**

**(ROANOKE CITY PUBLIC SCHOOLS)**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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



Profit from the Eagle Advantage®

## Specification Sheet

### Short Form Specifications

Eagle Hand Sink, model \_\_\_\_\_. Constructed of all-welded type 304 stainless steel, with deep-drawn positive drain sink bowl, basket drain, inverted "V" edge to prevent spillage, and splash mounted gooseneck spout. Offered are the following hand sinks:

- Eagle Pedestal Style Hand Sink, model HSA-10-FA-P. Includes stainless steel pedestal base with front access panel, foot valves, p-trap and tail piece.
- Eagle Single Foot Valve Pedestal Style Hand Sink, model HSA-10-FA-1P. Includes stainless steel pedestal base with front access panel, single foot valve, P-trap and tail piece.
- Eagle Knee Pedal Hand Sink, model HSA-10-FK. Includes knee pedals and stainless steel skirt.
- Eagle Knee Pedal Hand Sink, model HSA-10-FKP. Includes single pedal knee valve and stainless steel skirt.
- Eagle Single Knee Pedal Hand Sink, model HSA-10-1FK. Includes single knee pedal and stainless steel skirt.
- Eagle Knee Pedal Hand Sink, model HSA-10-FDPK. Includes knee pedals, towel dispenser and soap dispenser.



HSA-10-FA-P  
foot valve-operated  
hand sink



HSA-10-FK  
knee valve-operated hand sink



HSA-10-FKP

### EAGLE GROUP

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Foodservice Division: Phone 800-441-8440

MHC/Retail Display Divisions: Phone 800-637-5100

For custom configuration or fabrication needs, contact our SpecFAB® Division.

Phone: 302-653-3000 • Fax: 302-653-2065 • e-mail: quotes@eaglegrp.com

Item No.: \_\_\_\_\_  
Project No.: \_\_\_\_\_  
S.I.S. No.: \_\_\_\_\_

## Knee/Foot Valve Operated Hand Sinks

### MODELS:

- |                                     |                                       |
|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> HSA-10-FK  | <input type="checkbox"/> HSA-10-FDPK  |
| <input type="checkbox"/> HSA-10-FKP | <input type="checkbox"/> HSA-10-FA-P  |
| <input type="checkbox"/> HSA-10-1FK | <input type="checkbox"/> HSA-10-FA-1P |

### Design and Construction Features on all sinks

- Type 304 stainless steel all-welded construction.
- Splash mount lead-free gooseneck spout.
- 1½" basket drain.
- Inverted "V" edge rim retards spillage.
- Deep-drawn bowl with positive drainage.

### Knee Valve-Operated Hand Sinks

- Model #HSA-10-FK includes individual hot & cold knee pedals.
- Model #HSA-10-FKP includes single pedal knee valve.
- Model #HSA-10-1FK comes with single knee pedal.
- Model #HSA-10-FDPK includes knee pedals, c-fold towel dispenser and soap dispenser.
- Stainless steel "skirt" on all knee valve operated hand sinks.
- Knee valve requires piping from valve to gooseneck.

### Foot Valve-Operated Hand Sinks

- Stainless steel pedestal, complete with removable front access panel, mounts to floor and wall.
- Includes splash-mount lead-free gooseneck spout, foot pedal valves, p-trap, and tailpiece.
- Model #HSA-10-FA-1P comes with single foot pedal.
- Foot valve requires piping from valve to gooseneck.

### Options / Accessories

- P-trap\*
- Tail piece\*
- MICROGARD® antimicrobial protection\*\*

\* For knee valve-operated handsinks

\*\* See the Price List for more details about MICROGARD® for handsinks.

All Eagle Group hand sinks use lead-free faucets to meet California law #AB1953.

### Certifications / Approvals



AutoQuotes



Spec sheets available for viewing, printing or downloading from our online literature library at [www.eaglegrp.com](http://www.eaglegrp.com)

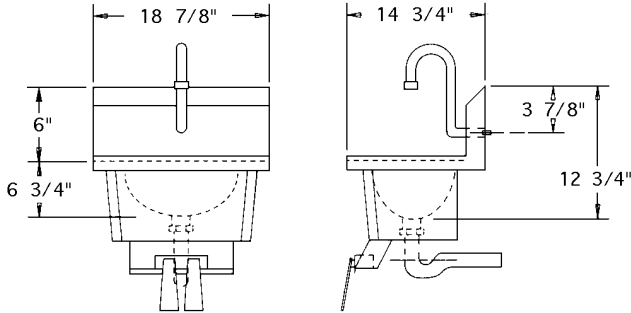


Profit from the Eagle Advantage®

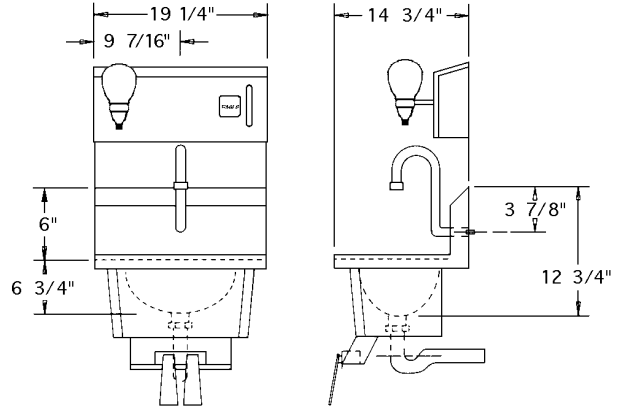
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 Project No.: \_\_\_\_\_  
 S.I.S. No.: \_\_\_\_\_

## Knee-Operated Wall-Mounted Units

#HSA-10-FK



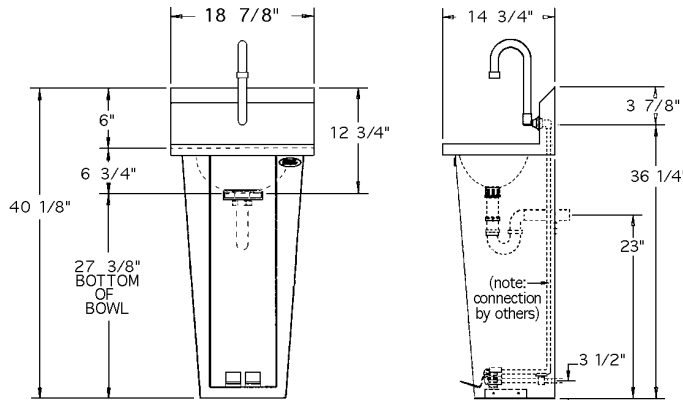
HSA-10-FDPK



model #	includes	bowl size		overall size		weight	
		width x length x depth in.	mm	width x length x height in.	mm	lbs.	kg
HSA-10-FK	spout, knee pedals, skirt, basket drain	9 3/4" x 13 1/2" x 6 3/4"	248 x 343 x 173	14 3/4" x 18 7/8" x 17 1/2"	376 x 480 x 445	27	12.2
HSA-10-FKP	spout, single pedal knee valve, skirt, basket drain	9 3/4" x 13 1/2" x 6 3/4"	248 x 343 x 173	14 3/4" x 18 7/8" x 17 1/2"	376 x 480 x 445	26	11.8
HSA-10-1FK	spout, single knee pedal, skirt, basket drain	9 3/4" x 13 1/2" x 6 3/4"	248 x 343 x 173	14 3/4" x 18 7/8" x 17 1/2"	376 x 480 x 445	27	12.2
HSA-10-FDPK	spout, knee pedals, skirt, soap disp., towel disp., basket drain	9 3/4" x 13 1/2" x 6 3/4"	248 x 343 x 173	14 3/4" x 19 1/4" x 33"	376 x 489 x 838	44	20.0

## Foot-Operated Pedestal Units

HSA-10-FA-P



model #	includes	bowl size		overall size		weight	
		width x length x depth in.	mm	width x length x height in.	mm	lbs.	kg
HSA-10-FA-P	spout, foot pedals, p-trap, tail piece, basket drain	9 3/4" x 13 1/2" x 6 3/4"	248 x 343 x 173	14 3/4" x 18 7/8" x 40 1/2"	376 x 480 x 1019	32	14.5
HSA-10-FA-1P	spout, single foot pedal, p-trap, tail piece, basket drain	9 3/4" x 13 1/2" x 6 3/4"	248 x 343 x 173	14 3/4" x 18 7/8" x 40 1/2"	376 x 480 x 1019	32	14.5

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Printed in U.S.A.  
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Rev. 01/19

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