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Dinwiddie County Public Schools
OFFICE OF THE SUPERINTENDENT

Request for Quote

RFQ # 20-022620
Parking Lot Improvements

This procurement request is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Brenda Austin
Dinwiddie County Public Schools
Procurement Officer
Finance Department

14016 Boydton Plank Road
P.O. Box 7
Dinwiddie, VA 23841

(804) 469-4190 Fax (804) 469-4197

Or

E-Mail: baustin@dcpsnet.org

Date Issued: February 26, 2020

Deadline for e-mailed questions: March 25, 2020 @ 2:00 p.m.

Date & Time of Closing: March 30, 2020 @ 2:00 p.m.

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1.0 PURPOSE

Dinwiddie County Public Schools (DCPS) is issuing this Request for Quote seeking bidders to perform repairs at five (5) parking areas within the district.

2.0 PRE-BID CONFERENCE

A pre-bid conference is not required, but is suggested in order for bidders to obtain the proper square footage for repair at each location. Dinwiddie County Public Schools is providing a Google Map of the area but will not be responsible for providing the actual square footage. It is the responsibility of the bidder to ensure you have the proper square footage for your quote. Interested parties may contact Mr. Jimmy Davis at 804-469-4685 Monday thru Friday March 2 – 6, 2020, between the hours of 8:00 AM and 3:00 PM if you have any questions or wish to visit the sites.

Dinwiddie High School is located at 11501 Boisseau Road, Dinwiddie VA. 23841
Dinwiddie High School's Driving Range is located on Courthouse Road, Dinwiddie VA. 23841
Dinwiddie Middle School is located at 11608 Courthouse Road, Dinwiddie VA. 23841

3.0 STATEMENT OF NEEDS

The winning bidder shall furnish all labor and materials necessary to perform the following repairs at each location. This project consists of five (5) areas but is being awarded as one (1) job.

Area #1 – Dinwiddie High School

- A. Fill in cracks up to 5000'.
- B. Sealing based on the square footage.
- C. Restripe parking lots back to existing markings as listed below:
 - Red Parking spaces, White Parking spaces, Yellow Curbs, Handicap spaces and Crosswalks.

Area #2 – Dinwiddie High School

- D. Fill in cracks up to 830'.
- E. Sealing based on the square footage.
- F. Restripe parking lots back to existing markings as listed below:
 - Bus Parking Lines and Mocked Football Field

Area #3 – Dinwiddie Middle School

- G. Fill in cracks up to 1550’.
- H. Sealing based on the square footage.
- I. Restripe parking lots back to existing markings as listed below:
 - Bus Parking Lines and Numbers

Area #4 – Dinwiddie Middle School

- J. Fill in cracks up to 950’.
- K. Sealing based on the square footage.
- L. Restripe parking lots back to existing markings.

Area #5 – Dinwiddie High School Driving Range

- M. Fill in cracks up to 2045’.
- N. Sealing based on the square footage.
- O. Restripe parking lot back to existing markings.

4.0 DELIVERY INSTRUCTIONS

Quotes are due by **2:00pm on Monday, March 30, 2020.**

Quotes can be mailed, faxed, emailed or hand delivered to the following location prior to the date and time of closing:

**Dinwiddie County Public Schools
Finance Department, Attn: Brenda Austin
14016 Boydton Plank Road
Post Office Box 7
Dinwiddie, Virginia 23841
Fax 1-804-469-4170
Email – baustin@dcpsnet.org**

It is the responsibility of the offeror to ensure that their quote reaches the Finance Department prior to the date and time of closing.

5.0 GENERAL TERMS AND CONDITIONS

5.1 ANNOUNCEMENT OF AWARD:

Award will be made to the lowest responsible and responsive bidder. Upon the award or the announcement of the decision to award the Finance Department will inform, in writing, all the bidder(s) who submitted quotes, of the decision.

5.2 ANTI-DISCRIMINATION:

Dinwiddie County Public Schools does not discriminate against faith-based organizations. By submitting their Quotes, bidders certify to DCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. 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.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of #1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5.3 ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Dinwiddie County Public Schools all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and Dinwiddie County Public Schools, relating to the particular goods or services purchased or acquired by Dinwiddie County Public Schools under said contract.

5.4 APPLICABLE LAWS:

This solicitation and any resulting contract 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 Dinwiddie County Public Schools. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

5.5 AUDIT:

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Dinwiddie County Public Schools, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

5.6 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. The agreement will be contingent upon annual appropriations by the Dinwiddie County School Board. Failure of the Dinwiddie County School Board to appropriate adequate funds for the terms of this contract shall result in the immediate cancellation of this contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

5.7 BID ACCEPTANCE PERIOD:

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

5.8 CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

- B. Dinwiddie County Public Schools may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Dinwiddie County Public Schools a credit for any savings. Said compensation shall be determined by one of the following methods:
1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to Dinwiddie County Public Schools right to audit the contractor's records and/or to determine the correct number of units independently; or

5.9 **CLARIFICATION OF TERMS:**

If any prospective bidder has questions about any specifications or other solicitation documents, for this project only, the prospective bidder should contact **Jimmy Davis, Director of School Facility Operations** at jdavis@dcpsnet.org, or **Brenda Austin, Purchasing Agent** at baustin@dcpsnet.org in writing by email no later than **March 25, 2020 by 2:00 pm**. Any revisions to the solicitation will be made only by addendum and issued by the buyer. There are no revisions expected on this project.

Contact initiated by a bidder concerning this solicitation with any other School Board representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

5.10 **COPYRIGHTS/PATENTS, ETC.:**

The Contractor/Vendor guarantees to hold Dinwiddie County Public Schools, its agents, officers or employees, harmless from liability of any nature or kind, for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor/Vendor is not the patentee, assignee or licensee.

5.11 **DEFAULT:**

In the event of default/failure by the Contractor/Vendor, to deliver goods or services in accordance with the contract terms and conditions, Dinwiddie County Public Schools, after due oral or written notice, may procure the commodities and/or services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Dinwiddie County Public Schools may have. If, however, the Contractor/Vendor is in default for not providing specified commodities and public necessity requires use of

commodities not conforming to the specifications, they may be accepted, at DCPS' option, and payment therefore shall be made at a proper reduction in price.

5.12 DELIVERY DATE (S):

The time of proposed delivery/completion must be stated in definite terms. If delivery for different commodities varies, the Bidder shall so state. Length of time for delivery/completion as well as price may be considered in awarding of the RFQ.

5.13 DISCOUNTS:

Cash discounts may be offered by Bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie quotations. The discount period will be computed from the date delivery at destination is accepted by School Board and/or completion is accepted by School Board or from date correct invoice is received by School Board, whichever is the later date.

5.14 DRUG & ALCOHOL-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug & alcohol-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, marijuana or alcohol 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 & alcohol-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 & alcohol-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

5.15 DUE DATE:

Quotations and amendments thereto, or withdrawal of quotations submitted, if received by Dinwiddie County Public Schools after the due date specified, may not be considered. It will be the responsibility of the Bidder to see that his/her quotation is in the Procurement Office by the specified due date

5.16 EQUIPMENT/PRODUCTS:

Any equipment/products delivered must be standard new equipment/products of the latest model, except as otherwise specifically stated in quotation. Where any part or nominal appurtenances of equipment/product is not described, it shall be understood

that all equipment/products and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

5.17 ETHICS IN PUBLIC CONTRACTING:

By submitting their quotes, bidders certify that their quotes are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their quote, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The bidder shall identify any actual or potential conflicts of interest that exist, or which may arise if the bidder is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the quote documents submitted, each bidder attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the bidder, or themselves, to obtain information that would give the bidder an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the bidder, or itself, to gain any favoritism in the award of this Request for Quote.

5.18 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their Quotes, bidders 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.

5.19 INSURANCE:

By signing and submitting a quote under this solicitation, the bidder certifies that if awarded the contract, it will have appropriate insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the School Board of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

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- B. Employer's Liability - \$100,000.
 - C. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **The School Board of Dinwiddie must be named as Certificate Holder and The School Board of Dinwiddie elected and appointed officials, officers, consultants, agents and employees, and affiliate or subsidiary boards are additional insured must be listed as additional insured and so endorsed on the policy.**
 - D. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
 - E. Professional Liability - \$1,000,000 per occurrence
 - F. Umbrella Liability - \$1,000,000 per occurrence

5.20 NONDISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, status as a service disable veteran, faith-based organizational status, 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.

If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

5.21 PAYMENT:

5.21.1 To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). A completed W-9 Form shall be submitted as well.
- b. 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 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Dinwiddie County Public Schools shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve Dinwiddie County Public Schools of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

5.21.2 To Subcontractor(s):

- a. Within seven (7) days of the Contractor's receipt of payment from Dinwiddie County Public Schools for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s); or
 - 2. To notify the School Board and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Dinwiddie County Public Schools, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a

subcontractor may not be construed to be an obligation of Dinwiddie County Public Schools.

5.22 PREPARATION AND SUBMISSION OF QUOTES:

All quotations must be submitted in accordance with the form enclosed or on company letterhead. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter which will be made a part of the quotation. Verbal quotations will not be accepted.

All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed in ink by the person signing the quotation. Quotations must show unit price, total price, and grand total. In case of error in the extension of prices, the unit price shall govern.

Quotes must give the full business address of the offeror and be signed by him/her with his/her usual signature. Quotes by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Quotes by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A quote by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bidder of the individual signing. When requested by Dinwiddie County Public Schools, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

Verify your quotations before submission as they cannot be withdrawn or corrected until after the due date.

5.23 PROPRIETARY INFORMATION:

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

5.24 QUALIFICATIONS OF BIDDERS:

Dinwiddie County Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to Dinwiddie County Public Schools all such information and data for this purpose as may be requested. Dinwiddie County Public Schools reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. Dinwiddie County Public

Schools further reserves the right to reject any quote if the evidence submitted by, or investigations of, such bidder fails to satisfy Dinwiddie County Public Schools that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

5.25 RECEIPT AND OPENING OF QUOTES:

- A. It is the responsibility of the bidder to assure that his/her quote is delivered to the place designated for receipt of quotes and prior to the time set for receipt of quotes. Quotes received after the time designated for receipt of Quotes will not be considered.
- B. The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of Quotes received.
- C. Acceptance of a quotation by the School Board is not an order to ship or to begin work. Each quotation is received with the understanding that the acceptance in writing by the School Board of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder and the School Board, which shall bind the Bidder on his part to furnish and deliver the items quoted on at the prices stated and in accordance with the conditions of said accepted quotation; and the School Board on its part to order from such Bidder, if funding is appropriated, except for causes beyond reasonable control; and to pay for, at the agreed prices, all items specified, ordered, and delivered

5.26 SAMPLES:

Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Bidder's risk and expense.

5.27 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

In order to contract with Dinwiddie County Public Schools, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed proposal or competitive negotiation, an Offeror or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its proposal or proposal the identification number issued to it by the State Corporation Commission. Any Offeror or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal or proposal a statement describing why the Offeror or offeror is not required to be so authorized. Any Offeror or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the Purchasing Agent. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the

Commonwealth to be revoked or cancelled at any time during the contract. Dinwiddie County Public Schools may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

5.28 SUBSTITUTIONS:

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identified. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which quotations are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified and must have an equal warranty. In submitting quotations on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he/she proposes to furnish. Consideration will be given to quotations submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the School Board. If the Bidder does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity specified in the item description.

5.29 TAXES:

Sales to the School Board are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the School Board of Dinwiddie on materials and supplies that are installed by a Contractor/Vendor and become a part of real property. Contractors/Vendors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a quotation.

5.30 TERMINATION BY OWNER FOR CONVENIENCE:

- A. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor thirty (30) days written notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
 1. All amounts then otherwise due under the terms of this contract,
 2. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,

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3. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.

- B. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

5.31 **TESTING AND INSPECTION:**

All products and services provided shall be in compliance/accordance with all applicable federal, state and local laws and regulations. The Contractor/Vendor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor/Vendor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the School Board by any other clause of this solicitation. The School Board reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications and/or meet the needs of the School Board. The School Board's decision of approval or disapproval of a proposed product shall be final.

5.32 **WITHDRAWAL OR MODIFICATION OF QUOTES:**

Quotes may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

6.0 SPECIAL TERMS AND CONDITIONS

6.1 OWNERSHIP OF DOCUMENTS:

- A. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of Dinwiddie County Public Schools, become Dinwiddie County Public Schools property and shall be delivered to and remain the property of Dinwiddie County Public Schools upon completion of the work or termination of the Contract. Dinwiddie County Public Schools shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

- B. Any documents or other materials provided to the Contractor by Dinwiddie County Public Schools shall be returned to Dinwiddie County Public Schools upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor in order to supply the products or services contracted for shall become the property of Dinwiddie County Public Schools and shall be sent to Dinwiddie County Public Schools upon delivery of the final products and/or services unless otherwise requested by Dinwiddie County Public Schools. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

7.0 METHOD OF PAYMENT

The Contractor shall submit an itemized invoice to Dinwiddie County Public Schools, Post Office Box 7, Dinwiddie, Virginia 23841, Attention: Jimmy Davis, Director of School Facility Operations. Payment will be issued within 30 days after receipt of a valid invoice.

8.0 ATTACHMENTS

Attachment A - Virginia State Corporation Commission Registration Information
Attachment B – Signature Sheet
Attachment C – Certification of Contractor
Attachment D - References

ATTACHMENT A - STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information - The bidder:

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 bidder 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 bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder'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 box 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 bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

ATTACHMENT B – SIGNATURE SHEET

**REQUEST FOR QUOTATIONS
RFQ NAME: PARKING LOT IMPROVEMENTS
RFQ NUMBER: 20-022620**

ISSUE DATE: 02/26/2020

DUE DATE/TIME: 03/30/2020, 2:00 P.M.

By Hand, U.S. Mail, Fax or Email, please quote ON THIS SHEET or your attached letterhead your best price as specified below. PLEASE DO NOT FAIL TO SIGN AND DATE YOUR QUOTATION. Send additional data or illustrations if necessary.

Issued by: Brenda Austin
Telephone: 804-469-4190
Email: baustin@dcpsnet.org

FAX (24 Hours a day): 804-469-4197

Description: Dinwiddie Middle and High School Parking Lot Improvements

Total Price: \$ _____.

Parking Lot Improvements at Dinwiddie Middle School consist of two (2) areas. Parking Lot Improvements at Dinwiddie High School consists of two (2) areas plus the Driving Range.

All work to be started after close of school year, June 12, 2020 and completed by August 20, 2020. Includes Demo and removal of old materials offsite.

Submission Date: _____

Payment Terms: _____

Federal Tax ID#: _____

Name of firm: _____ Phone #: _____

By (signature): _____ Fax #: _____

Type/Print Name: _____

Address: _____

Email Address: _____

ATTACHMENT C - CERTIFICATION OF CONTRACTOR

Full Name of Contractor _____

As required by Section 22.1-296.1 of *the Code of Virginia*, the undersigned hereby certifies as follows:

- (i) That **I (and all persons** who will provide such services) have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. I further understand that if I make a materially false statement regarding any of the above offenses,

I will be guilty of a Class 1 misdemeanor.

Date _____

Signature of Contractor

ATTACHMENT D - REFERENCES

Bidders shall supply three (3) references of the same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses, and phone numbers of Owners. Bidders shall only indicate references they have worked within the past five (5) years.

Reference #1

Name of County, City, Agency or Firm: _____
Address: _____
Contact with Title: _____
Telephone: _____
Types of services provided: _____
Contract Dates: From _____ To _____

Reference #2

Name of County, City, Agency or Firm: _____
Address: _____
Contact with Title: _____
Telephone: _____
Types of services provided: _____
Contract Dates: From _____ To _____

Reference #3

Name of County, City, Agency or Firm: _____
Address: _____
Contact with Title: _____
Telephone: _____
Types of services provided: _____
Contract Dates: From _____ To _____