

Amelia-Nottoway Technical Center

148 Vo-Tech Road Jetersville, Virginia 23083 Phone 434-645-7854 Fax 434-645-1044

RFP CP #2020-1 ROOF REPAIR SERVICES

SOLICITATION INCLUDES:

- GENERAL SPECIFICATIONS
- TECHNICAL SPECIFICATIONS
- PRICING SCHEDULES, PARTS A & B
- CHECKLIST OF ITEMS TO BE SUBMITTED WITH PROPOSAL
- PROPOSAL EXCEPTIONS SHEET
- VENDOR DATA SHEET
- CERTIFICATION OF CONTRACTOR FORM
- VA SCC COMPLIANCE FORM
- SAMPLE REPAIR SERVICES QUOTE SHEET
- GENERAL CONDITIONS AND INSTRUCTIONS TO OFFERORS

NOTE:

MARK THE OUTSIDE OF THE PROPOSAL ENVELOPE:

“AMELIA-NOTTOWAY TECHNICAL CENTER:

RFP CP #2020-1 ROOF REPAIR SERVICES”

Amelia-Nottoway Technical Center

148 Vo-Tech Road Jetersville, Virginia 23083 Phone 434-645-7854 Fax 434-645-1044

October 21, 2020

TO WHOM IT MAY CONCERN:

Amelia-Nottoway Technical Center (ANTC) is extending a Request for Proposal (RFP) to your company. We hope that you will consider submitting a proposal. The information necessary to submit a proposal is contained herein.

RFP CP #2020-1 ROOF REPAIR SERVICES

PROPOSAL RECEIPT DATE: Thursday, November 12, 2020

PROPOSAL RECEIPT TIME: 11:00 a.m. LOCAL PREVAILING TIME

PROPOSAL RECEIPT LOCATION: Amelia-Nottoway Technical Center Main Office
148 Vo Tech Road
Jetersville, VA 23083
Attention: Ms. Susanne Brown, Finance Manager

Pursuant to and in compliance with this document and its enclosures, hereinafter referred to as the Contract Documents for: RFP CP#2020-1 ROOF REPAIR SERVICES, the undersigned, having become thoroughly familiar with the terms and conditions of this document and with the local conditions which may affect performance and costs, hereby proposes and agrees to furnish all labor and/or materials hereinafter specified, and to fulfill the intent of this agreement in accordance with this document as interpreted by ANTC. The Offeror hereby designates the following office to which correspondence shall be delivered.

Company Name: _____

Federal Identification Number or Social Security Number: _____

Authorized Agent (TYPED NAME): _____

Virginia Contractor License Class: _____ Number: _____ Classification: _____

Signature (**IN BLUE INK**): _____ VA SCC Number: _____

Address: _____ Telephone Number: _____

Fax Number: _____ Email Address: _____ Date: _____

GENERAL SPECIFICATIONS

1. PURPOSE

- 1.1 The intent of this solicitation is to obtain proposals from qualified Contractors to provide all labor, materials, equipment and supervision required to perform roof repairs at ANTC and support the facility on an as-needed basis.

2. SUBMISSION OF PROPOSALS

- 2.1 Mail or deliver proposals to the following address:
Amelia-Nottoway Technical Center – Main Office
148 Vo Tech Road
Jetersville, VA 23083
Attention: Ms. Susanne Brown, Finance Manager
- 2.2 This document, in its entirety, constitutes the Proposal Form. Different forms of this proposal will NOT be accepted. After award, this document in its entirety including any forms, and the proposal of the successful Offeror, shall be referred to as the contract. **TWO (2) copies and one (1) original.**

“Amelia-Nottoway Technical Center: RFP CP #2020-1 ROOF REPAIR SERVICES”

Offerors are asked to only return the documents specified on the enclosed Checklist.

- 2.3 The Finance Manager will mark the proposals as to the date and time received. It is the sole responsibility of the Offeror to ensure their proposal reaches the Main Office by the designated date and hour. **NO FAXED OR LATE PROPOSALS WILL BE ACCEPTED.**
- 2.4 Proposals will be received until **11:00 a.m. on Monday, November 12, 2020, in the Main Office, 148 Vo Tech Road, Jetersville, Virginia, 23083. NO LATE PROPOSALS WILL BE ACCEPTED.**
- 2.5 Proposals must be signed in **blue ink** by a person authorized to act on behalf of the Offeror.
- 2.6 Requests for additional information or clarification of specifications should be directed in writing by either mailing to: Ms. Susanne Brown, Finance Manager, Amelia-Nottoway Technical Center, 148 Vo Tech Road, Jetersville, Virginia 23083 or faxing to 434-645-1044 or sending an e-mail to brown.susanne@nottowayschools.org. Requests for information should be received no later than five (5) business days before the proposal due date.

3. EVALUATION CRITERIA AND AWARD PROCESS

- 3.1 The award, if any, will be made to the **Offeror** or **Offerors** that meet or exceed the specifications and conditions of the RFP and is in the best interest of the ANTC. The

award shall be made on the basis of which proposal is determined to offer the best value, taking into consideration the evaluation criteria below.

<i>CRITERIA</i>	<i>POINT VALUE</i>
a. Qualification and Experience	25
b. Capability	25
c. Cost	25
d. Quality of Product	15
e. References	15
3.2 Offerors MUST enter pricing for all line items on Pricing Schedule, Parts A & B to be considered for award.	
3.3 The right is reserved to award a contract to the maximum benefit of the ANTC.	
3.4 ANTC reserves the right to reject any and all proposals in whole or in part, to waive technical defects, irregularities, and omissions if in its judgment the best interest of the ANTC will be served.	
3.5 Offerors agree that the pricing offered is equal to or less than prices offered on other contracts with similar terms and conditions.	

4. PRICING SCHEDULE

- 4.1 Unit Prices: Offerors shall provide unit prices (whole numbers only) on Pricing Schedule for performing the roofing repairs. These prices shall be used by the Contractor when preparing quotes.
- 4.2 Material: All parts and materials used for repairs will be listed on the Pricing Schedule. Contractor shall submit a copy of the Manufacturer's Suggested List Price with the Repair Services Quote Sheet.
- 4.3 Quotes: When requested by the ANTC Finance Manager, quotes and any applicable manufacturer detail drawings shall be submitted by the Contractor within three (3) business days following joint site visit unless a different time of return is mutually agreed to between both parties. The quotes shall be furnished by the Contractor *at no charge*.
 - a. Quotes shall be submitted using the attached Repairs Services Quote Sheet and are to be detailed, including contract labor rates and material, including any discounts. This detail will enable ANTC to validate the estimated total amount against the current contract prices, and to ascertain budgetary requirements. Unforeseen or unknown repairs will be mutually agreed upon by the Contractor and ANTC Finance Manager.

5. CONTRACTOR REGISTRATION

- 5.1 If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred-twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by the Offeror within any 12-month period is seven hundred-fifty thousand dollars (\$750,000) or more, the Offeror is required under Title

54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a “CLASS A CONTRACTOR”. If an Offeror performs or manages construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$10,000 or more, but less than \$120,000, or (ii) the total value of all such construction, removal, repair or improvements undertaken by such person within any 12-month period is \$150,000 or more, but less than \$750,000, the Offeror is required to be licensed as a “CLASS B CONTRACTOR”. If an Offeror performs or manages construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is over \$1,000 but less than \$10,000 or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is less than \$150,000, the Offeror is required to be licensed as a “CLASS C CONTRACTOR”.

- 5.2 The Offeror will indicate their firm’s Virginia Contractor’s License Number, expiration date and all classifications and specialties on page 2 of this document. The Contractor’s License must demonstrate a license classification of Commercial Building Contractors (CBC) or a specialty classification of either Commercial Improvement Contracting (CIC) or Roofing Contractor (ROC). A copy of the Contractor’s License must be submitted with the proposal.
- 5.3 Offerors must maintain a current Contractor’s License for the term of the contract. ANTC will not consider a proposal from an Offeror who is not properly licensed at the time of proposal submittal.

6. CONTRACTOR QUALIFICATIONS

- 6.1 Offerors must be a certified installer with at least five (5) years of experience installing, maintaining and repairing roofing systems. **Offerors must submit with their proposal a copy of an Installer Certificate certifying that the Offeror is approved, authorized or licensed to install roofing systems and is eligible to receive manufacturer warranties. Offerors should also include any other manufacture certificates.**
- 6.2 Offerors must have been in business for at least five (5) years, have a full-time staff and a workforce capable of maintaining and repairing the roof. As part of their proposal, Offerors must submit documentation to validate that they have been a Roofing Contractor performing roofing repairs for at least five (5) years. A letter signed by an authorized company official is acceptable.
- 6.3 All work performed under this contract shall be executed with a high degree of quality and workmanship. As such, Offerors must submit with their proposal a brief description of their quality control plan.

7. CONTRACTOR CERTIFICATION

- 7.1 Effective July 1, 2020, the Code of Virginia prohibits each school board from employing any individual who has been convicted of a violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02 of the Code of Virginia or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child. The bill permits each school board to employ any individual who has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in

subsection A of § 19.2-392.02 of the Code of Virginia and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, provided that in the case of a felony conviction, such individual has had his civil rights restored by the Governor. The bill contains parallel provisions for contractors and their employees who have direct contact with students on school property during regular school hours or during school-sponsored activities. Current law provides that any felony conviction is a bar to employment and contract work in public schools.

- 7.2 A 'Certification of Contractor' form is included with this document and must be completed prior to the awarding of a contract or issuing of a purchase order/payment. Failure to complete this certification accurately may result in your contract/agreement being revoked without recourse against the ANTC.

8. CONTRACTOR PERFORMANCE

- 8.1 Response Times: The Contractor shall respond to all routine requests placed for service within twenty-four (24) hours from receipt of telephone notification from ANTC. The Contractor shall respond within three (3) hours from receipt of telephone notification from ANTC declaring an emergency situation. ANTC shall determine what constitutes an emergency. All routine service requests must be completed within five (5) business days of notification to proceed.
- 8.2 If the Contractor fails to either perform within a reasonable time, or fails to perform satisfactorily in accordance with the specifications, ANTC may take appropriate action to satisfy the contract. Any cost incurred in excess of the contract amount may be back charged to the original Contractor. Should the difference be less, the original Contractor shall have no claim to the difference.
- 8.3 The Contractor shall be responsible for meeting all Federal, State, and local codes pertaining to this contract.

9. CONTRACTOR'S INSURANCE REQUIREMENTS

Contractor shall provide these insurance requirements to their insurance agent/broker for their review, evaluation, and recommendations for compliance.

- 9.1 Contractor shall be responsible for its work, services, and/or products and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description in connection therewith. Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in connection with the work, services, and/or products, and for damage or injury to property or persons, wherever located, resulting from any action, omission, commission or operation connected in any way whatsoever with Contractor's work, services, and/or products.
- 9.2 Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the provision of work, services, and/or products, the insurance coverages, limits, and endorsements described hereunder. Required insurance coverages must be acquired from insurers with an A.M. Best Rating of A- or better, licensed to conduct business in the Commonwealth of Virginia, and acceptable to ANTC.

9.3 Subcontractors' and Suppliers' Liability Insurance—Contractor's provision of work, services, and/or products shall not be construed as creating any contractual relationship between any subcontractors or suppliers and ANTC. Contractor shall be as fully responsible to ANTC for the work, services, and/or products of its subcontractors and suppliers and persons employed by subcontractors and suppliers as it is for acts and omissions of persons directly employed by Contractor.

9.4 Certificates of Insurance—**Contractor shall provide these insurance requirements to their insurance agent/broker for their evaluation** and the processing of an original, signed Certificate of Insurance showing evidence of coverages and that ANTC is the Certificate Holder. Emailed electronic scans of the original certificate from Contractor's insurance representative will be accepted. The certificate shall be filed with the **ANTC, Susanne Brown, Finance Manager, 148 Vo Tech Road, Jetersville, VA 23083 prior to the provision of work, services, and/or products.**

On request by ANTC, Contractor shall provide certified copies of all required insurance policies within ten (10) business days. The certified copies shall be sent to ANTC from Contractor's insurance representative. Any request made under this provision shall be deemed confidential and proprietary.

9.5 The certificates shall provide evidence that the following minimum insurance coverages, limits, and endorsements required herein are in full force and effect. Contractor's insurance agents/brokers **shall provide insurance policy endorsements** for those coverages below requiring Amelia-Nottoway Technical Center as an Additional Insured on Contractor's coverages.

- Workers' Compensation Insurance—Virginia Statutory Benefits
- Employers' Liability Insurance—\$1,000,000 each accident and each employee
- Commercial General Liability Insurance—not less than \$1,000,000 each occurrence and on an annual aggregate "per project" basis. Coverage shall name Amelia-Nottoway Technical Center Schools as an Additional Insured and shall include coverages, not limited to, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, and Cross Liability
- Coverage shall be written on an all-risk, replacement cost, and completed value form basis in an amount at least equal to one-hundred 100% of the projected completed value of the work, as well as subsequent modifications of that sum due to Change Orders, if any.

10. PERIOD OF CONTRACT

10.1 Any contract resulting from this proposal shall be effective upon full execution of the agreement for the services beginning December 1, 2020. The initial term will commence upon award of the contract and extend through the duration of said warranty with the option of Amelia-Nottoway Technical Center to continue services under the same terms and conditions set forth herein in subsequent warranty years.

11. SCHEDULING OF WORK

11.1 ANTC will issue a Purchase Order that will serve as a "Notice to Proceed". The first day of performance shall be the effective date specified in the Purchase Order. Any

preliminary work started or materials ordered or purchased before receipt of the Purchase Order shall be at the risk and expense of the Contractor. The Contractor shall diligently execute the work to completion within the time set forth in the Purchase Order and approved Construction Schedule. The period of performance includes allowance for mobilization, holidays, weekends, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When the Contractor considers the work complete and ready for its intended use, the Contractor shall request ANTC to inspect the work to determine the status of completion. If ANTC determines the work to be substantially complete, Contractor shall submit an invoice for final payment. If ANTC identifies any incomplete items, a list shall be submitted to the Contractor and all items must be completed prior to final payment being released.

- 11.2 Work hours will be Monday-Friday from 8:00 a.m. until 4:00 p.m. excluding any ANTC observed holidays. At the Contractor's request and upon approval by the ANTC Principal, work hours may be extended in order to facilitate work completion. Any overtime will be at the Contractor's expense.

12. CONTRACTOR REFERENCES

- 12.1 Offerors must identify on the Vendor Data Sheet, three (3) references, preferably of public school systems, commercial or government accounts for which they have provided work of a similar nature and dollar value.

13. SUBCONTRACTING

- 13.1 No portion of the contract shall be subcontracted or otherwise performed by a party not an employee of the Contractor, except with the prior consent of ANTC.

14. WARRANTY

- 14.1 All work and parts provided and installed under this contract shall have, as a minimum, a one (15) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud.
- 14.2 Contractor shall immediately notify ANTC of any recall, known problem, product elimination or discontinuation or similar type of communication received from the manufacturer for equipment at the facility they service.
- 14.3 Upon receipt of notice from ANTC of failure of any item or appurtenance thereto or signs of deterioration during the warranty period, the Contractor shall, at his own expense, promptly adjust or repair or furnish and install necessary replacement parts of design, workmanship, materials approved by ANTC or replace the complete item. Adjustments, repairs, or replacements shall be made only at such times as designated by ANTC to be the least detrimental to the school.

15. SUPERINTENDENCE BY CONTRACTOR

- 15.1 It shall be the Contractor's responsibility to completely supervise and direct the work under this Contract using their best skill and attention. At the job site, the Contractor shall

employ a Supervisor/Foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the ANTC Principal and/or Finance Manager, and shall be one who can be continued in that capacity for the particular job involved, unless they cease to be on the Contractor's payroll.

15.2 The Contractor shall have a minimum of one Supervisor/Foreman on site whenever their crew is working at ANTC.

15.3 Contractor will provide a telephone number for reaching their Supervisor/Foreman. If ANTC must leave a voice message on a cell phone, the Contractor's representative must respond within thirty (30) minutes during normal working hours, Monday -Friday from 8:00 a.m. until 4:00 p.m.

16. POWER OF CONTRACTOR TO ACT IN AN EMERGENCY

16.1 In the event of an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Contractor, without special instruction or authorization from ANTC, shall act, at their discretion, to prevent such threatened loss or injury. Also, should they, to prevent threatened loss or injury, be instructed or authorized to act by ANTC, they shall so act immediately, without appeal.

17. INCOMPETENT OR DISORDERLY EMPLOYEES

17.1 If any person employed on the work by the Contractor shall appear to ANTC to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately at the request of the ANTC Principal, and shall not again be re-employed on subject project, except on written consent of the ANTC Principal.

17.2 Alcoholic beverages and illegal drugs are prohibited on ANTC property. Possession of alcoholic beverages or illegal drugs at ANTC by a Contractor's employee will result in immediate removal of the individual from the site. Any individual removed from the job site, pursuant to this section, may not return to any job site without the written consent of the Contract Administrator.

17.3 The use of tobacco products and profanity is prohibited at ANTC. Contractor employees who are in violation will be immediately removed from the job site.

18. IDENTIFICATION

18.1 Contractor employees/representatives are required to have photo identification (either company issued or valid state driver's license) and be able to present it upon request. Contractor employees/representatives shall report to the appropriate administrative office on each visit to ANTC.

19. PROTECTION OF WORK AND PROPERTY

19.1 The Contractor shall at all times safely guard ANTC property from injury or losses in connection with this Contract. The Contractor shall safely guard and protect their own work. The Contractor shall replace or make good any such damage, loss or injury unless

such be caused directly by errors contained in the contract documents or by ANTC duly authorized representatives.

20. WEATHER CONDITIONS

- 20.1 In the event of temporary suspension of work or during inclement weather, or whenever the ANTC Principal shall direct, the Contractor will cause his/her employees to protect themselves, their materials and work against damage or injury from the weather. If, in the opinion of the ANTC Principal, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or any of his/her employees to protect his/her work and materials, they shall be removed and replaced at the expense of the Contractor.

21. WORKMANSHIP

- 21.1 Only first-class work shall be performed and all materials furnished in carrying out this contract shall be new and of character and quality required by the specifications. Where no standard and/or manufacturer detailed drawings or specifications are specified for such work or materials, they shall be the best of their respective kinds. Any unsatisfactory work done or materials furnished, at whatever time they may be discovered, shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the ANTC Principal and/or Finance Manager.
- 21.2 If the Contractor shall neglect or refuse to remove such unsatisfactory work or materials within 48 hours after the receipt of the above- mentioned notice, or if they shall not make satisfactory progress in doing so, the ANTC Principal and/or Finance Manager may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due the Contractor under the Contract. Upon completion of the project, the entire work shall be delivered to ANTC in perfect and complete satisfactory working condition.

22. REJECTION OF INFERIOR MATERIAL

- 22.1 An inspection and approval of the materials by ANTC shall not in any way subject ANTC to pay for any portion of the materials, if said materials, incorporated in the work, turn out to be unfit. Such inspection shall not be considered as any waiver of objection to the work on account of the unsoundness of the material used.

23. TESTING AND INSPECTION

- 23.1 ANTC reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Upon completion of the repairs, the Contractor shall arrange for an inspection to be made by ANTC. ANTC may so choose to invite manufacturer's local representative to participate in the inspection. Any deficiencies found during the inspection shall be considered punch list items and Contractor is required to complete the punch list items to ANTC's satisfaction before final payment can be made.

24. PROJECT SITE CLEAN UP

- 24.1 Contractor is responsible for cleaning up daily after their work. The Contractor must clean work site sufficiently to permit holding the special event. In the instance when the Contractor fails to take timely action to clean the site, ANTC will take action to clean site and deduct their actual cost of cleaning from the Contractor's next invoice.
- 24.2 During the progress of the work, do not allow accumulation of empty containers or other excess items except in the areas specifically designated as Contractor storage. All refuse must be removed by the Contractor daily. ANTC's dumpsters shall not be used to dispose of Contractor job site refuse.
- 24.3 The Contractor shall take precautionary measures to prevent accidental spilling of materials. In the event of such a spill, the Contractor shall immediately remove all spilled materials and waste or other equipment used to clean up the spill. The Contractor shall return all surfaces not being involved in the repair to their original undamaged condition at no additional cost to ANTC.

25. PAYMENT

- 25.1 No payments will be made for partial work. The final invoice will not be paid in full until all punch list work has been completed.
- 25.2 The Contractor shall submit invoices, in duplicate, to the following address.

Invoice To:

Finance Manager
148 Vo Tech Road
Jetersville, VA 23083
Phone: 434-645-7854 Fax: 434-645-1044
Email to: brown.susanne@nottowayschools.org

- 25.3 Separate invoices are required for each Purchase Order and each invoice shall contain the Contract Number (RFP CP #2020-1) and Purchase Order Number.
- 25.4 Payment shall be considered made when ANTC deposits the Contractor's payment in the mail. Payments will be made within thirty (30) days provided the requirements of these payment provisions are met.
- 25.5 Acceptance of Final Payment Constitutes Release: The acceptance by the Contractor of the final payment constitutes a release to ANTC of all claims and of all liability to the Contractor for all work or materials furnished in connection with this agreement and for every act and neglect of the ANTC and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the final payment if this payment is improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract.

26. SCC COMPLIANCE

- 26.1 Effective July 1, 2010, the Code of Virginia was amended to require that a bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia

pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended or otherwise required by law, shall include in its bid or proposal the Identification Number issued to such bidder or offeror by the Virginia State Corporation Commission (SCC).

- 26.2 Furthermore, any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- 26.3 A form verifying compliance with this Virginia State Corporation Commission regulation is included with this solicitation and must be completed prior to the awarding of a contract. Failure of the awardee to submit this information may result in a contract being awarded to an alternate vendor who is in compliance with this requirement.
- 26.4 For more information on this requirement, vendors should consult with their attorney and/or contact the Virginia State Corporation Commission.

THE AMERICANS WITH DISABILITIES ACT (ADA) IF, DUE TO A DISABILITY, YOU NEED ASSISTANCE TO ENABLE YOU TO PARTICIPATE MEANINGFULLY IN THE RFP PROCESS, PLEASE CONTACT MS. SUSANNE BROWN, AT 434-645-7854 AT LEAST FIVE (5) WORKING DAYS PRIOR TO THE RFP DUE DATE.

TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

- 1.1 Contractor will perform site visits as requested by ANTC, and then submit a detailed scope of work, quote and construction schedule to the ANTC Finance Manager for review and approval. Upon acceptance of the quote(s), ANTC will then issue a purchase order(s) to the Contractor(s).
- 1.2 Roof Maintenance and Repair: Work will include:
 - a. Remove loose gravel top and power wash existing roof
 - b. Repair any areas that appear to be leaking or show a high likelihood of leaking
 - c. Repair blisters by removing damaged foam and repairing with new foam
 - d. Install a single monolithic coating of 100% silicone liquid applied material to required 26+ mils thickness (15 Year Warranty)

2. GENERAL INSTALLATION REQUIREMENTS

- 2.1 Contractors are required to maintain a full-time Supervisor/Foreman at the job site during times that work is in progress who is experienced in installation of roofing systems similar to type and scope required of a specific project.
- 2.2 All roofing system components will be installed in accordance with manufacturer detail drawings and specifications.
- 2.3 Specified insulation will be installed with approved fasteners to the metal deck in accordance with I-90 wind uplift guidelines.
- 2.4 Contractors shall take care when removing existing roofing materials so as to avoid damaging the deck and any non-roof materials, such as vent pipes and electrical conduit. Any damage shall be promptly repaired at no additional cost to ANTC. Where rust is visible, the area must be wire brushed to thoroughly clean the surface. Apply rust inhibitive paint to all prepared surfaces with a brush.
- 2.5 All work and materials shall be in strict adherence to manufacturer's detail drawings and specifications and will not be modified as to jeopardize any warranties.
- 2.6 Contractors shall exercise all means necessary to maintain watertight integrity of the roof during the work and between breaks in the work to protect the occupied facility and new roofing materials from water leaks due to inclement weather. Water cutoffs shall be installed at the end of each day's work in accordance with manufacturer's specifications. If a break occurs in the water cutoff or any part of the roofing membrane and water damages any parts of the roofing system or contents to the facility, the damaged material and items will be replaced by the Contractor with new materials at no additional cost to ANTC. Contractor will be responsible for providing professional restoration services to include water removal/remediation.

- 2.7 The Contractor shall test the roof prior to final acceptance by thoroughly flooding the roof to test for leaks and proper drainage of roof and parapet walls. Notify the ANTC Principal and Finance Manager prior to performing this test.
3. ENVIRONMENTAL AND SAFETY COMPLIANCE
- 3.1 The Contractor is responsible for proper disposal of all waste material, hazardous and nonhazardous, generated during any preventative maintenance, repairs, and special services performed as part of this contract. The Contractor shall provide any waste manifests and disposal documentation upon request by ANTC.
- 3.2 The Contractor shall provide Safety Data Sheets (SDS) for all products used under this solicitation to the ANTC Finance Manager.

Amelia-Nottoway Technical Center

148 Vo-Tech Road Jetersville, Virginia 23083 Phone 434-645-7854 Fax 434-645-1044

ROOF REPAIR SERVICES - PRICING SCHEDULE, PART A

OFFEROR: _____

ROOF REPAIRS PER MANUFACTURER DETAIL

WORK DESCRIPTION	UNIT	UNIT PRICE (whole numbers only)

Amelia-Nottoway Technical Center

148 Vo-Tech Road Jetersville, Virginia 23083 Phone 434-645-7854 Fax 434-645-1044

ROOF REPAIR SERVICES -PRICING SCHEDULE, PART B

OFFEROR: _____

MISCELLANEOUS ROOF REPAIRS

LABOR - HOURLY RATE FOR WORKING HOURS	UNIT PER HOUR	UNIT PRICE
MATERIAL	% Discount from manufacturer's suggested list price	%

NOTE: The Contractor will invoice all parts and miscellaneous materials based on the manufacturer's suggested list price less the discount proposed. Rental Equipment will be invoiced at the Contractor's cost. No additional costs of any kind will be allowed, including trip charges and/or truck charges, or shipping charges. Invoices shall be accompanied by work tickets, vendor invoices and manufacturer suggested list price.

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CHECKLIST OF ITEMS TO BE SUBMITTED IN PROPOSAL

(Note: Failure to provide these items may result in your proposal being scored lower.)

- _____ Cover Page of RFP, all Addenda Acknowledgements (If Any)
Completed and Signed In Blue Ink
- _____ Copy of Virginia Contractor's License
- _____ A Description of your Company's Process for Ensuring Quality
- _____ Pricing Schedules and Parts A & B Completed
- _____ Proposal Exception Sheet Completed and Signed
- _____ Vendor Data Sheet Completed and Signed
- _____ Certification of Contractor Form, Completed and Signed
- _____ VA SCC Compliance Form, Completed and Signed
- _____ Proof of Insurance
- _____ Installer Certificates from Roof Manufacturers
- _____ Letter Certifying Contractor has been in business at least 5 years
- _____ Staffing Proposal Questions
- _____ Resumes and Certificates of Service Managers and Technicians who will perform
under this contract
- _____ Two (2) Copies and one (1) Original
- _____ W-9

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PROPOSAL EXCEPTIONS

Any exceptions from the solicitation terms and conditions must be noted on this page. If no exceptions are noted, it will be our understanding that the Offeror is in agreement with the preceding solicitation terms and conditions.

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

Offeror Name: _____

Authorized Signature: _____

Amelia-Nottoway Technical Center

148 Vo-Tech Road Jetersville, Virginia 23083 Phone 434-645-7854 Fax 434-645-1044

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet shall result in your proposal being scored lower.

Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

Years in Business: Indicate the length of time you have been in business providing this type of good or service: _____ Years _____ Months

Indicate below at least four (3) current or recent references, preferably public school systems, commercial or government accounts in the Greater Richmond Metropolitan Area or Southside Virginia, for which your company has provided work of a similar nature and dollar value Include the length of service and the name, address, and telephone number of the point of contact.

Company (A): _____ Contact: _____

Phone: (_____) _____ E-mail: _____

Project: _____

Dates of Service: _____ \$ Value: _____

Company (B): _____ Contact: _____

Phone: (_____) _____ E-mail: _____

Project: _____

Dates of Service: _____ \$ Value: _____

Company (C): _____ Contact: _____

Phone: (_____) _____ E-mail: _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

Amelia-Nottoway Technical Center

148 Vo-Tech Road Jetersville, Virginia 23083 Phone 434-645-7854 Fax 434-645-1044

School Year 2020 - 2021

CERTIFICATION OF CONTRACTOR

Full Name of Contractor: _____

Insert name of company or individual contractor

Description of Contract: _____

Contract # (if applicable): _____

Effective July 1, 2020, the Code of Virginia prohibits each school board from employing any individual who has been convicted of a violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02 of the Code of Virginia or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child. The bill permits each school board to employ any individual who has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of § 19.2-392.02 of the Code of Virginia and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, provided that in the case of a felony conviction, such individual has had his civil rights restored by the Governor. The bill contains parallel provisions for contractors and their employees who have direct contact with students on school property during regular school hours or during school-sponsored activities. Current law provides that any felony conviction is a bar to employment and contract work in public schools.

As required by the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. I further understand and acknowledge

(1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and

(2) that before any person is permitted to provide such services subsequent to this certification; I must complete a new certification regarding such person.

Signature: _____ Date: _____

Printed Name and Title of Person Making Certification

Address: _____ Phone: _____

Fax: _____ Email: _____

Amelia-Nottoway Technical Center

148 Vo-Tech Road Jetersville, Virginia 23083 Phone 434-645-7854 Fax 434-645-1044

STATE CORPORATION COMMISSION COMPLIANCE FORM

Compliance with Virginia Law for transacting Business in Virginia. The undersigned hereby agrees, if this Proposal is accepted by ANTC, for such services and/or items that the undersigned has met the requirements of the Virginia Code Section 2.2-4311.2

Please complete the following by checking the appropriate box:

- A. ☐ Offeror is a corporation or other business entity with the following Virginia SCC identification number: _____.
- B. ☐ Offeror is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- C. ☐ 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-**
- D. ☐ is an out-of-state entity that is including with this offer 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*.
- E. ☐ Check this box if you have not completed any of the foregoing options but currently have pending before the VA 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 or proposals. (ANTC reserves the right to determine in its sole discretion whether to allow such waiver). Attach proof of application.

Legal Name of Company (as listed on W-9) _____

Legal Name of Bidder _____

Date _____

Signature _____

Print or Type Name and Title _____

Amelia-Nottoway Technical Center

148 Vo-Tech Road Jetersville, Virginia 23083 Phone 434-645-7854 Fax 434-645-1044

REPAIR SERVICES QUOTE SHEET

WORK LOCATION _____

REPAIR SERVICES

Description	Man Hours Required	Cost Per Hour	Extended Price
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

LABOR TOTAL _____

MATERIAL

Material Description	Manufacturer's List Price	Discount	Extended Price
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

MATERIAL TOTAL _____ REPAIR ESTIMATE TOTAL _____

Submitted By _____

Date

Approved By _____

Date

GENERAL CONDITIONS AND INSTRUCTIONS TO OFFERORS

Offerors and/or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting an offer. Failure to do so will be at the offeror's own risk, and an offeror cannot secure relief from the conditions on the plea of error.)

Subject to all applicable laws, ordinances, policies, resolutions, regulations, and all limitations imposed thereby, offers on all solicitations issued by the Procurement Division will bind offerors to the conditions and instructions herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-The Finance Manager shall serve as the principal purchasing official for ANTC and shall be responsible for the procurement of goods and services, with the exception of construction, the responsibility for which shall reside with the Principal. The Finance Manager shall be appointed, supervised and subject to the direction of the Principal or his/her designee. Bids, proposals, and purchase orders for Amelia-Nottoway Technical Center are in compliance with the Virginia Public Procurement Act, Va. Code §2.2-4300, et. seq. In the discharge of these responsibilities, the Finance Manager may be assisted by other staff. Any purchase order or contract made contrary to these provisions and authorities shall be of no effect and void, and the Joint Board and Amelia-Nottoway Technical Center shall not be bound thereby.

All contacts between offerors or prospective offerors shall be only with the Finance Manager or other designated employee of the Amelia-Nottoway Technical Center. No offeror or potential offeror shall initiate or engage in any discussions with any other employee of Amelia-Nottoway Technical Center or any member of the Joint Board while a solicitation is outstanding concerning the contents of such solicitation or with the intent to influence or interfere with the contract award authorized by and described in such solicitation. A violation hereof may result in a disqualification of such offeror.

SPECIFICATIONS

2. **QUESTIONS OR COMMENTS**-Any substantive information a prospective offeror desires concerning a solicitation beyond what is contained in the solicitation, including without limitation, questions about specifications and requirements, shall be requested of the Finance Manager, in writing, at least five days before the opening date of bids or proposals. Requests not received within five days of the opening date need not be considered unless the Finance Manager, in his or her sole discretion, deems it in ANTC interest to do so. Any material interpretation made to prospective offerors will be expressed in the form of a written addendum to the solicitation which shall be posted on the ANTC website. It shall be the offeror's responsibility to monitor the website for changes. Addenda will be posted no later than three days before the opening date. Oral answers shall not be authoritative and shall not provide any basis for reliance by an offeror. Offerors shall acknowledge receipt of any addenda with their offer. Failure to do so may cause the offer to be rejected as nonresponsive.
3. a) **BRAND NAME OR EQUAL ITEMS**-Unless otherwise provided in the Request for Proposal (RFP), the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make, or manufacturer named. Such a brand name conveys the general style, type, character and quality of the article desired, and any article which

ANTC, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended shall be accepted.

b) SECRETS OR PROPRIETARY INFORMATION- 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.

4. FORMAL SPECIFICATIONS-When a RFP indicates that it is a "formal specification" (no substitute), or otherwise states that the article specified, and no other, shall be provided, then the offeror shall furnish the article in strict conformity with the specification and may not offer a purported equal or substitute. The offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission. The offer shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever a specification requires articles, materials, or workmanship to conform to laws, ordinances, regulations, building codes, underwriter laboratory standards, ASTM standards, or similar law or standards, the specification shall be construed to require at least the minimum acceptable standard allowed by the cited law or standard under the circumstances unless otherwise indicated.

BID PROCESS

5. TIME FOR RECEIVING BIDS-Bids received prior to the time of opening will be securely kept unopened. The Finance Manager whose duty it is to open them will decide when the specified time has arrived, and no bid in a procurement by competitive sealed bidding received thereafter will be considered, unless the Finance Manager determines, in his or her sole discretion, that delay in receipt of the bid until after the specified time was the fault of ANTC, the bidder could not have obtained any undue advantage because of the delay, and consideration of the bid would not compromise the integrity of the bid system. No responsibility will be attached to the Finance Manager or representative for the premature opening of a bid not properly addressed, received, and identified.
6. BIDDERS PRESENT-In procurements by competitive sealed bidding, at the time fixed for the opening of sealed bids, their contents will be made public for the information of bidders and other interested parties, who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly and remain available for inspection in the Office of the Finance Manager during regular business hours by bidders prior to award (unless a determination is made not to make an award) and by the general public after an award is made. The Finance Manager will provide each bidder a notification of award. PLEASE NOTE: Proposals submitted in response to Requests for Proposal are not opened publicly and are negotiated contracts. The Finance Manager will release the names of those submitting proposals after the time for receipt of proposals has passed.

7. **OMISSIONS AND DISCREPANCIES**-Unless otherwise indicated, any specification for an item of equipment shall be interpreted to include not only the item of equipment specified, but also those parts, items, appurtenances and accessories reasonably necessary to make the equipment complete and working.
8. **WITHDRAWAL OF BIDS**-A bidder may withdraw his/her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which can be clearly shown by objective evidence drawn from inspection of original working papers, documents and materials used in the preparation of the bid sought to be withdrawn. The following procedure shall be used to request withdrawal of a bid, other than for a public construction contract:
 - (a) Requests shall be submitted and delivered to the Finance Manager or his/her representative in writing.
 - (b) A bidder shall give notice in writing of his/her claim of right to withdraw his/her bid within ten business after notice of intent to award or notice of award, whichever occurs first.
 - (c) Requests shall include all objective evidence as to why the bidder contends his/her bid meets the above criteria for withdrawal due to mistake, including without limitation, originals of work papers.
 - (d) The Principal shall decide whether the bid may be withdrawn on contracts of less than \$100,000. On contracts of \$100,000 or more the Joint Board will make the determination. A decision denying withdrawal of a bid shall be final and conclusive unless the bidder appeals the decision within ten days after receipt of the decision by instituting legal action as provided in Section 2.2-4364B of the Code of Virginia.
 - (e) If a bid is withdrawn under the authority of this section and the solicitation is not cancelled, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any materials or labor to or perform any contract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
9. **ERRORS IN BID**-When an error is made in extending the total prices, the unit bid price will govern. Erasures on hardcopy bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible errors. Errors discovered after public opening cannot be corrected, and the bidder will be required to perform if his bid is accepted, unless the bidder successfully withdraws its bid in accordance with paragraph 8, Withdrawal of Bids.
10. **BIDDERS INTERESTED IN MORE THAN ONE BID**-If more than one bid is offered by any one person, by or in the name of their clerk, partner, firm, or corporation, all such bids may be rejected. A contractor who has quoted prices on work or supplies to a bidder

is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, material or supplies.

11. TAX EXEMPTION-ANTC is exempt from the payment of any federal excise or Virginia sales tax. The price bid must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price; bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by ANTC. All offerors, however, shall assure that all their real and personal property taxes owed to the County of Nottoway are paid prior to submitting an offer.

AWARD

12. RESPONSIBLE BIDDER-In determining the responsibility of a bidder, the following criteria will be considered:

- (a) The ability, capacity and skill of the bidder to perform the contract or provide the services required: whether they can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

- (b) The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder.

- (c) The quality of performance.

- (d) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.

- (e) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

- (f) The quality, availability, and adaptability of the goods or services to the particular use required.

- (g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

- (h) The number and scope of the conditions attached to the bid.

- (i) Whether the bidder is in arrears on a debt or contract or is in default on a security to ANTC or whether the bidder's county taxes or assessments are delinquent.

- (j) Such other information as may be secured by the Finance Manager having a bearing on the decision to award the contract.

- (k) If the bid from the lowest responsible, responsive bidder exceeds available funding, negotiations may be conducted with the apparent low bidder to obtain a contract price within available funds.

13. NOTICE OF AWARD/CONTRACT DOCUMENTS-A written award furnished to the successful bidder shall be deemed to result in a contract binding on the bidder. To the extent they are included in or incorporated by the solicitation, the following documents are hereby incorporated in and shall form a part of the resulting contract:
- (a) Award Notice, and other documents which may be incorporated by reference, if applicable.
 - (b) General Conditions and Instructions to Offerors.
 - (c) Special Provisions.
 - (d) Pricing Schedule.
 - (e) Any Addenda/Amendments.
 - (f) Purchase Order.
 - (g) No awardee of any Amelia-Nottoway Technical Center contract shall issue a press release or in any other way advertise their contract with Amelia-Nottoway Technical Center without the express written permission of Amelia-Nottoway Technical Center
14. TIE BIDS-In case of a tie bid, preference shall be given to County and State bidders in that order; otherwise the tie shall be decided by lot. Please note: Consistent and continued tie offerings could cause rejection of offers by ANTC and/or investigation for Anti-Trust violations.
15. PROMPT PAYMENT DISCOUNT-For purposes of entitlement to any prompt payment discount offered by a bidder:
- (a) The date from which ANTC has to pay will be upon delivery to ANTC, inspection, and acceptance by ANTC, or receipt of a correct invoice by the office specified by ANTC.
 - (b) Payment shall be deemed made as of the date of mailing of the ANTC check to the vendor.
16. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the Prompt Payment Discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

CONTRACT PROVISIONS

17. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met unless:

(a) Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the Joint Board for convenience or cause, or upon termination by Contractor for material breach by ANTC.

(b) Extended upon written authorization of the Finance Manager and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

18. TERMINATION FOR CONVENIENCE-A contract may be terminated by the Joint Board in accordance with this clause in whole or in part whenever the Finance Manager shall determine that such a termination is in the best interests of ANTC. Any such termination shall be effected by delivery to the Contractor at least (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. An adjustment in the contract price shall be made to compensate the contractor for his/her actual costs incurred in performance prior to termination that, as determined in the Joint Board's discretion, are reasonable, allocable, and allowable, plus a reasonable amount of profit on such costs. In no event shall ANTC or the Joint Board be liable to the contractor for anticipated profits for unperformed work or undelivered goods or for any consequential, special, incidental, or punitive damages of any kind. In no event shall ANTC be liable for any amount over the contract price.

19. TERMINATION OF CONTRACT FOR CAUSE-

(a) The Joint Board may, by written notice of termination to the Contractor specifying a termination date at least five days thereafter, terminate this contract for cause in whole or in part if the Contractor (1) fails to deliver the goods or perform the services this contract requires within the time this contract specifies, or (2) fails to perform any of its other obligations under this contract or violates any provision of this contract.

(b) If this contract is terminated for cause, the Finance Manager may require the Contractor to transfer title and deliver to ANTC, as directed by the Agent, any completed or partially completed goods and documents, data, studies, surveys, drawings, maps, models and reports ("deliverables") prepared by the Contractor under the contract. ANTC shall pay the contract price for such completed goods and deliverables. The Contractor and Finance Manager shall agree on the amount of payment for partially-completed goods and deliverables the Joint Board requires the Contractor to transfer and deliver to it. If the parties fail to agree, then the Contractor may present a claim to ANTC for its reasonable costs for the partially-completed goods and deliverables. Costs recoverable shall be limited to those that, as determined in ANTC discretion, are reasonable, allocable, and allowable. Such costs in no event shall exceed the contract price for the goods and deliverables if completed.

(c) Notwithstanding the above, the Contractor shall not be relieved of liability to ANTC for damages sustained by ANTC by virtue of any breach of contract by the Contractor for the purpose of setoff until such time as the exact amount of damages due to ANTC from the Contractor is determined.

(d) If the Joint Board terminates this contract for cause when cause, in fact, does not exist, then the termination shall for all purposes be deemed a termination for convenience

under this contract, and the termination for convenience clause shall apply for all purposes.

(e) If Contractor properly terminates this contract for material breach by ANTC, Contractor's damages shall be limited to the amounts recoverable by Contractor for a termination for convenience.

20. **CONTRACT MODIFICATIONS**-No modifications in the terms of a contract shall be valid or binding upon ANTC unless made in writing, signed, and duly authorized by ANTC.

21. **FUNDING**-A contract shall be deemed binding only to the extent of appropriations available to ANTC for the purchase of such articles.

22. **NEW GOODS/FRESH STOCK**-Unless otherwise specifically stated, the Contractor shall provide new rather than used goods, fresh stock, and the latest model, version, design or pack of any item specified.

23. **NONDISCRIMINATION**-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 or other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(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 the requirements of this section.

(d) The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every purchase order of over ten thousand dollars so that the provisions will be binding upon each vendor.

24. **SMALL BUSINESS AND MINORITY BUSINESS ENTERPRISES-**

(a) It is the practice of ANTC to undertake every effort to increase opportunity for utilization of small businesses and minority businesses in all aspects of procurement to the maximum extent feasible.

(b) In connection with the performance of this contract, the Contractor agrees to use his/her best effort to carry out this policy and ensure that Small Businesses and

Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

- (c) As used in this contract, the term "Small Business" means a business concern which, regardless of ownership or control, (1) does not exceed fifty (50) employees, (2) gross annual income does not exceed two (2) million dollars, (3) is independently owned and operated (not subsidiary of another firm), and (4) is not dominant in its field of operation.
- (d) As used in this contract, the term "Minority Business" means a business concern which is operated and controlled by a minority. The term "operated and controlled" shall mean that the managerial staff of the business concern is comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, directly or indirectly, to influence the management of this business concern shall rest with minority persons or a corporation, partnership or sole proprietorship in which minority persons collectively own, operate, control and share in earnings of fifty one (51) percent or more of such an enterprise.
- (e) As used in this contract, the term "Minority person" means Black, Hispanic, Asian or Pacific Islanders; American Indians or Alaskan Natives; and women, regardless of race or ethnicity.
- (f) Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- (g) Where federal grants or monies are involved, it is the policy of ANTC through its agents and employees to comply with the requirements set forth - Standards Governing State and Local Grantee Procurement - of the U.S. Office of Management and Budget Circular N. A-102, Uniform Administrative Requirements for Grants in-Aid to State and Local Governments, as they pertain to small and minority business utilization.

25. **GUARANTEES & WARRANTIES**-Unless otherwise specifically indicated in the solicitation, by entering into the contract, the Contractor itself warrants and guarantees all goods and services furnished (1) in accordance with the General Guaranty and Service Contract Guaranty paragraphs herein, and (2) in accordance with the provisions of the Uniform Commercial Code. In addition, the Contractor shall properly transfer to ANTC all standard warranties given by the manufacturer(s) of any goods furnished. The Contractor shall deliver all manufacturers' warranties to the Finance Manager before final payment on the contract.

26. **PRICE REDUCTION**-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of

this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to contractor's wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit invoices at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will, within ten (10) days of any general price reduction, notify the Finance Manager of such reduction by letter. FAILURE TO DO SO WILL BE A BREACH OF THE CONTRACT AND MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Finance Manager.

27. CHANGES-

(a) The Finance Manager may, at any time, without notice to any sureties, by written order indicated to be a change order, and signed by him or her, make changes within the general scope of the contract, including without limitation, changes in (1) specifications (including drawings and designs), (2) method of packing and shipment, (3) method or manner of performance, (4) place of delivery, and (5) time for performance and completion.

(b) Within fifteen (15) days of receipt of a change order, the Contractor shall submit a written proposal to the Finance Manager for any equitable adjustment to the contract price, delivery schedule, or both, that should in fairness be made due to the change order. The parties shall then agree to and sign a modification to the contract that makes an equitable adjustment to the contract price, delivery schedule, or both.

(c) If the parties cannot agree to a modification to the contract, then the Finance Manager may either (1) cancel the change order at no expense to ANTC, or (2) order in writing that the Contractor proceed with the change order.

(d) If the Finance Manager orders in writing that the Contractor proceed with the change order and no adjustment is agreed upon, then the Contractor or Finance Manager may submit a claim to ANTC for an equitable adjustment to the contract price, delivery schedule, or both, due to the change order. Any equitable adjustment as to contract price shall be limited to the increase or decrease in cost reasonably attributable to the change order that, as determined in ANTC discretion, is reasonable, allocable, and allowable. Any equitable adjustment as to delivery schedule shall be limited to an increase or decrease in schedule reasonably attributable to the change order.

(e) Nothing shall excuse the Contractor from proceeding with the contract as changed by written change order.

(f) No payment shall be made to the Contractor for any extra material or services or for any greater amount of money than the written contract stipulates unless the procedures of this clause have been strictly followed.

28. **PLACING OF ORDERS**-Orders against contracts will be placed with the Contractors on a Purchase Order executed and released by the Finance Manager. The Purchase Order must bear the appropriate contract number and date.

DELIVERY PROVISIONS

29. **SHIPPING INSTRUCTIONS-CONSIGNMENT**-Unless otherwise specified in the solicitation, each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, contract number, name of the Contractor, the name of the item, the item number, and quantity contained therein. Any failure to mark items as required by the instructions will cause the Contractor to bear the risk of any resulting loss of or damage to material, or late delivery or misdelivery of material and any damages resulting therefrom. Deliveries must be made during ANTC normal business day to the Finance Manager or Principal, (Monday to Friday, except holidays, from 8:00 A.M. to 4:00 P.M.) and sufficiently before closing time to permit unloading, inspection, and storage, unless specific arrangements have previously been agreed upon at the delivery point. The Contractor shall ensure compliance with these instructions for items that are drop-shipped.
30. **RESPONSIBILITY FOR SUPPLIES TENDERED**-The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the contractor within ten (10) days after date of notification, ANTC may return the rejected materials or supplies to the Contractor at Contractor's risk and expense or dispose of them as its own property.
31. **INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at destination herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, ANTC will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regards to latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on ANTC for such materials or supplies as are not in accordance with the specifications.
32. **COMPLIANCE**-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Finance Manager when not in conflict with the bid. The decision of the Finance Manager as to reasonable compliance with delivery terms shall be final. Burden of proof of delivery in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Finance Manager, such extension applying only to the particular item or shipment affected.

33. DELAY-Should the Contractor be delayed by ANTC there shall be added to the time of completion a time equal to the period of such delay caused by ANTC. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. This provision does not apply to public construction contracts.
34. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become property of ANTC unless otherwise specified by bidder.
35. REPLACEMENT-Materials or components that have been rejected by the Finance Manager in accordance with the terms of this contract shall be promptly replaced by the Contractor at no cost to ANTC.
36. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered: (1) The Purchase Order Number (2) The Name of the Article and Supplier's Stock Number (3) The Quantity Ordered (4) The Quantity Shipped (5) The Quantity Back Ordered (6) The Name of the Contractor Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

PAYMENTS

37. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. ANTC reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modifications thereof.

GENERAL

38. GENERAL GUARANTY-Contractor agrees to:

- (a) Indemnify and save ANTC, the Joint Board, its agents, and employees harmless from any claim or liability of any nature or kind for unauthorized use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
- (b) Protect ANTC against latent defective materials or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- (c) Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his/her own work or to the work of other contractors, for which his/her workers or those providing work through Contractor are responsible.
- (d) Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the United States, State, County, and City.

(e) Protect ANTC from loss or damage to ANTC-owned property while it is in the custody or control of the Contractor.

39. SERVICE CONTRACT GUARANTY-Contractor agrees:

(a) To furnish services described in the solicitation at the times and places and in the manner and subject to conditions therein set forth, provided, however, that ANTC may reduce the said service at any time.

(b) To enter upon the performance of services with all due diligence and dispatch; assiduously press to its complete performance and exercise therein the highest degree of skill and competence.

(c) All work performed and services rendered shall strictly conform to all laws, statutes, regulations, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agencies.

(d) Said services may be inspected by an employee of ANTC at any reasonable time. ANTC shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

(e) The presence of an ANTC/County/State Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

40. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless ANTC, the Joint Board, its agents, officials, employees, and volunteers against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses, (collectively "Losses") which may or otherwise accrue against ANTC in consequence of the granting of a contract or which may or otherwise result there from, if it shall be determined that the Loss was caused through negligence or omission by the Contractor or its employees, of any subcontractor of Contractor or its employees, if any, or providing goods or services through Contractor, and the Contractor shall, at his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith. If any judgment shall be rendered against ANTC in any such action, the Contractor shall at his/her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend ANTC as herein provided.

41. ETHICS IN PUBLIC CONTRACTING

(a) Each offeror shall certify, upon signing a bid or proposal, that to the best of his/her knowledge no ANTC official or employee having official responsibility for the

procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

(b) Whenever there is reason to believe that benefit of the sort described in paragraph “a” has been or will be received in connection with a bid, proposal, or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, ANTC, as a prerequisite to payment pursuant to the Contractor, or at any time, may require the Contractor to furnish, under oath, answers to any questions related to such possible benefit.

(c) In the event the offeror has knowledge of benefits as outlined above, this information should be submitted with its bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the offeror shall address the disclosure of such facts to: Finance Manager, ANTC. The RFP CP#2020-1ROOF REPAIR SERVICES should be referenced in the disclosure.

(d) By submitting their proposals, offerors certify that their proposals 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 offer, 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.

42. COUNTY LICENSE-All firms doing business in Nottoway County are required to be licensed in accordance with the County's Business, Professional, and Occupational Licensing Tax Ordinance if applicable.
43. REGISTERING OF CORPORATIONS-In accordance with the Code of Virginia, any foreign corporation, partnership or limited liability company transacting business in Virginia is required to secure a certificate of authority from the Virginia State Corporation Commission. Contractor shall ensure it is duly registered in Virginia.
44. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For violation of this warranty, ANTC shall have the right to terminate or suspend this contract without liability to ANTC, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission percentage, brokerage, or contingent fee.

45. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contacts and other public records relating to procurement transactions shall be open to inspection in accordance with the Virginia Freedom of Information Act, except as provided in Virginia Code § 2.2-4342. Nothing contained in this section shall be construed to require ANTC, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to ANTC.

46. Notice of Required Disabilities Legislation Compliance- Amelia-Nottoway Technical Center is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993, Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginias with Disabilities Act of 1990.

Specifically, Amelia-Nottoway Technical Center, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II, of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, II, and V of Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section. 504.

47. THE AMERICANS WITH DISABILITIES ACT-If, due to a disability, you need assistance to enable you to participate meaningfully in this process, please contact the Finance Manager at 434-645-7854 at least five (5) working days prior to the opening date of this offer.

48. FAITH-BASED ORGANIZATIONS- Amelia-Nottoway Technical Center does not discriminate against faith-based organizations.

49. FEDERAL IMMIGRATION LAW- The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

CONTRACT REMEDIES

50. APPEAL OF DETERMINATION OF NON-RESPONSIBILITY-See Nottoway County Public School Board Policy.

51. PROTEST OF AWARD OR DECISION TO AWARD- See Nottoway County School Board Policy.

52. CONTRACTUAL CLAIMS AND DISPUTES-Any dispute concerning a question of fact including claims for money or other relief as the result of a contract with the Joint Board

which is not disposed of by agreement shall be declared by the Principal, who shall reduce his decision to writing and forward a copy thereof to the Contractor within (10) ten days. The decision of the Principal shall be final and conclusive unless within (10) ten days of receipt of the written decision the Contractor institutes legal action as provided in Sec. 2.2-4363 of the Code of Virginia. Contractual Claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment or as specified by the contract, whichever comes first; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall delay payment of amounts agreed due in the final payment.

53. EXHAUSTION OF ADMINISTRATIVE REMEDIES-No offeror, potential offeror, or Contractor shall institute any legal action against ANTC until all administrative remedies available under the above paragraphs have been exhausted and until all requirements of School Board Policy, and, to the extent applicable, the Virginia Public Procurement Act, have been met.

54. INSPECTION AND REVIEW OF RECORDS-ANTC reserves the right to perform or have performed inspections and reviews of the records of the Contractor for any service contract with ANTC and to have copies made of such records. Contractor shall maintain and preserve all such records, at its own expense, during contract performance and for a period of at least three years after the contract has terminated. At ANTC request at any time during contract performance or within a period of three years after the contract has terminated, the Contractor shall promptly make all records available, to ANTC, or those retained by ANTC, for inspection, review and copying.

55. COMPETITION INTENDED-Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit offers.

56. DEBARMENT STATUS-By submitting their offers, offerors certify that they are not currently debarred by the Commonwealth of Virginia or the federal government from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

HEALTH AND SAFETY

57. DRUG FREE WORKPLACE-During the performance of the contract, the vendor agrees to (i) provide a drug free workplace for the vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the vendor'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 vendor that the vendor 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.

58. SAFETY AND HEALTH ISSUES-The vendor shall be responsible for meeting all Federal, State, and local codes pertaining to this contract. No contractor's employee who has been convicted of a sexually violent offense may be assigned to any work at Amelia-Nottoway Technical Center property.
59. MATERIAL SAFETY DATA SHEETS AND AP APPROVED INSTRUCTIONAL ITEMS-By law, Amelia-Nottoway Technical Center will not receive any materials, products, or chemicals which may be hazardous to an employee's or student's health. Amelia-Nottoway Technical Center will not receive any instructional items that are not AP approved and denoted as such.

NOTICE TO ALL BIDDERS

60. ANTC want all bidders to be fully aware of the ANTC position with regard to the bidding process and the honoring of bids. Commonwealth of Virginia statutes require that ANTC go through a prescribed bidding process on all purchases over defined dollar limits. ANTC takes the bidding process seriously, and its intent is to solicit bids that are accurate and that each bidder intends to honor. As a bidder, you are expected to submit bids that are accurate, complete, and contain all terms and conditions which you feel are necessary. If you find changes to your bid are necessary after you have submitted it to ANTC, the following guidelines will control:
- I. Bids may be changed in any way or withdrawn any time UP TO the time of bid opening.
 - II. AFTER BID OPENING, bids cannot be changed. If accepted, the bid is considered to be a binding contract that you, as the bidder, will be expected to honor. If for any reason you do not perform the contract, ANTC can be expected to take whatever action it feels is appropriate to either require performance or to recover any losses or increased costs incurred by ANTC as a result of failure to honor the bid.