

School Board Members  
Mary M. Benjamin  
Jason L. Brown, II  
Dr. Elaine J. Pearson  
Barbara T. Pittman  
Dwayne G. Walker



Superintendent  
Dr. Kari Weston

Clerk of the Board  
Bonnie L. Gholson

## Dinwiddie County Public Schools

OFFICE OF THE SUPERINTENDENT

---

### INVITATION FOR BID IFB # 25 – 092424 EXTERIOR REPAIRS

**Dinwiddie Elementary School**  
13811 Boydton Plank Road, Dinwiddie, VA

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](mailto:baustin@dcpsnet.org)

***Date Issued: Tuesday, September 24, 2024***  
***Non-Mandatory Pre-Bid Site Visit: Thursday, October 3, 2024 @ 2:00 p.m.***  
***Deadline for E-Mailed Questions: Wednesday, October 9, 2024 @ 2:00 p.m.***  
***Date & Time of Closing: Wednesday, October 23, 2024 @ 2:00 p.m.***

**1.0 PURPOSE**

**2.0 PRE-BID CONFERENCE**

**3.0 BIDDER QUALIFICATIONS**

**4.0 SCOPE OF WORK**

**5.0 DELIVERY INSTRUCTIONS**

**6.0 ANTICIPATED SCHEDULE**

**7.0 SUPPLEMENTARY TERMS AND CONDITIONS**

7.1 ANNOUNCEMENT OF AWARD

7.2 ANTI-DISCRIMINATION

7.3 ANTITRUST

7.4 APPLICABLE LAWS

7.5 AUDIT

7.6 AVAILABILITY OF FUNDS

7.7 BID ACCEPTANCE PERIOD

7.8 CHANGES TO THE CONTRACT

7.9 CLARIFICATION OF TERMS

7.10 COPYRIGHTS/PATENTS, ETC.

7.11 DEFAULT

7.12 DELIVERY DATE (S)

7.13 DISCOUNTS

7.14 DRUG & ALCOHOL-FREE WORKPLACE

7.15 DUE DATE

7.16 EQUIPMENT/PRODUCTS

7.17 ETHICS IN PUBLIC CONTRACTING

7.18 IMMIGRATION REFORM AND CONTROL ACT OF 1986

7.19 INSURANCE

7.20 NONDISCRIMINATION OF CONTRACTORS

7.21 OWNERSHIP OF DOCUMENTS

7.22 PAYMENT

7.22.1 *To Prime Contractor*

7.22.2 *To Subcontractor(s)*

7.23 PREPARATION AND SUBMISSION OF BIDS/PROPOSALS

7.24 PROPRIETARY INFORMATION

7.25 QUALIFICATIONS OF BIDDERS

7.26 RECEIPT AND OPENING OF BIDS

7.27 SAMPLES

7.28 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

7.29 SUBSTITUTIONS

7.30 TAXES

7.31 TERMINATION BY OWNER FOR CONVENIENCE

7.32 TESTING AND INSPECTION

7.33 WITHDRAWAL OR MODIFICATION OF BIDS

7.34 BONDS

**8.0 ATTACHMENTS**

ATTACHMENT A - STATE CORPORATION COMMISSION FORM

ATTACHMENT B - CERTIFICATION OF CONTRACTOR

ATTACHMENT C - REFERENCES

ATTACHMENT D - NOT USED

ATTACHMENT E - PRE-BID QUESTION FORM

ATTACHMENT F - CONSTRUCTION DRAWINGS

ATTACHMENT G - BID FORM  
ATTACHMENT H - NOT USED

## **1.0 PURPOSE**

Dinwiddie County School Board (DCPS) is issuing this Invitation for Bid seeking qualified bidders to furnish all labor, materials and equipment required to perform work in accordance with this Invitation for Bid (IFB) inclusive of the Technical Specifications and Construction Drawings (Attachment F).

## **2.0 PRE-BID CONFERENCE**

**A Non-Mandatory pre-bid site visit will be held at 2:00 p.m. on Thursday, October 3, 2024.** Interested parties are to assemble at the main front door to Dinwiddie Elementary School. Attendees requiring special services are asked to provide their requirements to Brenda Austin, in writing, by **12:00 p.m., Tuesday, October 1, 2024**, to allow time to make the necessary arrangements.

The purpose of these site visits is to discuss any details of the projects not adequately covered within the specifications and drawings; allow interested parties a period of site/building investigation and access; and to review the normal flow of activities of the facility. There will be no other access to the school site without the consent of Mr. Jimmy Davis, Director of School Facility Operations.

Please refer to the IFB cover page for the location/address of the school.

## **3.0 BIDDER QUALIFICATIONS:**

- All Bidders must have a Class "A" contractor's license. (Include Copy)
- Contractor must exhibit five (5) years of experience with projects of a similar scope and size.
- Contractor shall perform and/or supervise all work required within the construction documents.
- Three (3) verifiable references.
- Permits and Licenses will be required with associated costs borne by the Contractor.

## **4.0 SCOPE OF WORK:**

The proposed scope of work for this project is outlined in the posted bid documents inclusive of Invitation for Bid (IFB # 25-092424), Technical Specifications and Construction Drawings (Attachment F).

## **5.0 DELIVERY INSTRUCTIONS**

Sealed Bids are due by **2:00 p.m. on Wednesday, October 23, 2024.**

Sealed Bids can be mailed or hand delivered to the following location prior to the date and time of closing:

**Dinwiddie County School Board**  
**Finance Department, Attn: Brenda Austin**  
**14016 Boydton Plank Road**  
**Post Office Box 7**  
**Dinwiddie, Virginia 23841**  
**Fax 1-804-469-4197**  
**Email – [baustin@dcpsnet.org](mailto:baustin@dcpsnet.org)**

Electronic copies of the bid may be sent to [bids@dcpsnet.org](mailto:bids@dcpsnet.org) with the Subject line “**IFB #25-092424 Exterior Repairs - Dinwiddie Elementary School**” **these will be accepted until October 23, 2024, at 02:00 PM (local prevailing time)**.

You may also submit your proposal on the Virginia Electronic Procurement site, eVA, until **October 23, 2024, at 02:00 PM (local prevailing time)**.

**NO** faxed proposals will be accepted.

It is the responsibility of the bidder to ensure that their bid reaches the Finance Department prior to the date and time of closing. If delivering in person, it is recommended that you call the School Board Office at 804-469-4190 to ensure that someone is available to take your sealed bid. Office hours are 8:00 am to 4:30 pm Monday through Friday.

Dinwiddie County School Board shall not be responsible for any costs incurred by any bidder in preparing, submitting, or presenting its response to this solicitation.

## **6.0 ANTICIPATED SCHEDULE**

The following represents an outline of the process currently anticipated by the Dinwiddie County School Board.

- |                                      |                    |
|--------------------------------------|--------------------|
| • Invitation to Bid advertised       | September 24, 2024 |
| • Non-Mandatory Pre-Bid Conference   | October 3, 2024    |
| • Deadline for Questions             | October 9, 2024    |
| • Bids due in School Board Office    | October 23, 2024   |
| • Intent to Award Notice             | November 1, 2024   |
| • Notice to Proceed / Award Contract | November 13, 2024  |
| • Work to Start at Site              | December 15, 2024  |
| • Substantial Completion achieved by | August 8, 2025     |

## **7.0 SUPPLEMENTARY TERMS AND CONDITIONS**

### **7.1 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.

## 7.2 **ANTI-DISCRIMINATION:**

Dinwiddie County School Board does not discriminate against faith-based organizations. By submitting their bids, bidders certify to DCSB 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 *Section § 2.2-4311 of the Code of Virginia, 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. (*Section § 2.2-4343.1E of the Code of Virginia, VPPA*).

A. 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, if subcontractors are allowed. *This project cannot be performed by subcontractors.*

**7.3 ANTITRUST:**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Dinwiddie County School Board 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 School Board, relating to the particular goods or services purchased or acquired by Dinwiddie County School Board under said contract.

**7.4 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, Virginia. The School Board and the contractor/vendor 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 (*Section § 2.2-4366 of the Code of Virginia*). The Contractor/Vendor shall comply with all applicable federal, state and local laws, rules and regulations.

**7.5 AUDIT:**

The Contractor/Vendor 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 School Board, 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.

**7.6 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.

**7.7 BID ACCEPTANCE PEIOD:**

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.

## **7.8 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 School Board 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 School Board 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 School Board right to audit the contractor's records and/or to determine the correct number of units independently.

## **7.9 CLARIFICATION OF TERMS:**

If any prospective bidder has questions or is in doubt as to the true meaning of any part of the plans, specifications or other solicitation documents for this project, the prospective bidder should submit a written request via the Pre-Bid Question Form (see Attachment F) for an interpretation to **Brenda Austin, Purchasing Agent** at [baustin@dcpsnet.org](mailto:baustin@dcpsnet.org), by email no later than **Wednesday, October 9, 2024 by 2:00 p.m.** Any revisions to the solicitation will be made only by addendum and issued by the buyer.

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

## **7.10 COPYRIGHTS/PATENTS, ETC.:**

The Contractor/Vendor guarantees to hold Dinwiddie County School Board, 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.

**7.11 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 School Board, 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 School Board 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 DCSB's option, and payment therefore shall be made at a proper reduction in price.

**7.12 DELIVERY DATE (S):**

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

**7.13 DISCOUNTS:**

Cash discounts may be offered by Bidder/Offeror 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.

**7.14 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/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, marijuana or alcohol is prohibited in the Contractor's/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 Contractor/Vendor that the Contractor/Vendor 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/Vendor, 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. (*Code of Virginia § 2.2-4312*).

**7.15 DUE DATE:**

Bids/Proposals and amendments thereto, or withdrawal of bids/proposals submitted, if received by Dinwiddie County School Board after the due date specified, may not be considered. It will be the responsibility of the Bidder/Offeror to see that his/her bid/proposal is in the Procurement Office by the specified due date and time.

**7.16 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.

**7.17 ETHICS IN PUBLIC CONTRACTING:**

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

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

By his/her signature on the bid/proposal documents submitted, each Bidder/Offeror 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/Offeror, or themselves, to obtain information that would give the Bidder/Offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Bidder/Offeror, or itself, to gain any favoritism in the award of this solicitation.

**7.18 IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

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

## **7.19 INSURANCE:**

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will have appropriate insurance coverage at the time the contract is awarded in accordance with the contract documents. 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/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.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$2,000,000 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

## **7.20 NONDISCRIMINATION OF CONTRACTORS:**

A Bidder/Offeror 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 disabled 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.

## **7.21 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/Vendor under any resultant contract shall, at the option of Dinwiddie County School Board, become Dinwiddie County School Board property and shall be delivered to and remain the property of Dinwiddie County School Board upon completion of the work or termination of the Contract. Dinwiddie County School Board shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Vendor.
- B. Any documents or other materials provided to the Contractor/Vendor by Dinwiddie County School Board shall be returned to Dinwiddie County School Board upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor/Vendor in order to supply the products or services contracted for shall become the property of Dinwiddie County School Board and shall be sent to Dinwiddie County School Board upon delivery of the final products and/or services unless otherwise requested by Dinwiddie County School Board. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

## **7.22 PAYMENT:**

### **7.22.1 To Prime Contractor:**

- a. 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. 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.
- d. **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 School Board 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 School Board of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

**7.22.2 To Subcontractor(s):**

- a. Within seven (7) days of the Contractor's receipt of payment from Dinwiddie County School Board 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 School Board, 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 School Board.

## **7.23 PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:**

All bids/proposals must be submitted in accordance with the Bid Form (see Attachment G) enclosed. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder/offeror may attach a letter which will be made a part of the bid/proposal. 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 bid/proposal. Bids/Proposals must show total base bid amount as indicated on the Bid Form (Attachment G). In case of error in the extension of prices, the unit price shall govern.

Bids/Proposals must give the full business address of the Bidder/Offeror and be signed by him/her with his/her usual signature. Bids/Proposals 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. Bids/Proposals 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 bid/proposal 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/offeror of the individual signing. When requested by Dinwiddie County School Board, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

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

Dinwiddie County School Board reserves the right to waive any informality in bids/proposals. Bids/Proposals making exceptions to terms and conditions included in this invitation may be considered, but preference may be given to those who do not make such exceptions.

## **7.24 PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the bidder or offeror must invoke the protection of *Code of Virginia*, § 2.2-4342F, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The classification of an entire bid or proposal document, line-item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder or offeror

refuses to withdraw an entire classification designation, the bid will be considered nonresponsive or the proposal will be rejected. Failure to comply with these steps shall result in loss of the Bidder's/Offeror's FOIA exemption.

Agencies and institutions shall not release any information that a bidder/offeror has claimed to be a trade secret or proprietary information, unless ordered to do so by a court of competent jurisdiction. If a party seeking information disagrees with the designation of it as proprietary or a trade secret, upon concurrence of the agency's attorney advisor, the party seeking the information may be advised that they will have to obtain a court order and request to be named as a defendant in the suit involving the bidder, offeror, or contractor which designated the information as proprietary as well as the agency or institution.

#### **7.25 QUALIFICATIONS OF BIDDERS:**

Dinwiddie County School Board may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to Dinwiddie County School Board all such information and data for this purpose as may be requested. Dinwiddie County School Board reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. Dinwiddie County School Board further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy Dinwiddie County School Board that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

#### **7.26 RECEIPT AND OPENING OF BIDS:**

- A. It is the responsibility of the Bidder/Offeror to assure that his/her bid/offeror is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/Proposals received after the time designated for receipt of bids/proposals will not be considered.
- B. In the event Dinwiddie School Board Office is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the receipts of bid/proposals the receipt of bids/proposals will default to the next open business day at the same time.
- C. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of Bids/Proposals received.
- D. Acceptance of a bid/proposal by the School Board is not an order to ship or to begin work. Each bid/proposal 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/Offeror and the School Board, which shall bind the Bidder/Offeror on his part to furnish and deliver the items/services quoted at the prices stated and in accordance with the conditions of said accepted bid/proposal; and the School Board on its part to order from such Bidder/Offeror, if funding is appropriated, except for causes beyond reasonable control; and to pay for, at the agreed prices, all items/services specified, ordered, and delivered.

**7.27 SAMPLES:**

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

**7.28 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

In order to contract with Dinwiddie County School Board, Contractors/Vendors 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, a Bidder/Offeror organized or authorized to transact business in the Commonwealth pursuant to *Title 13.1 or Title 50* shall include in its bid/proposal the identification number issued to it by the State Corporation Commission. Any Bidder/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 bid/proposal a statement describing why the Bidder/Offeror is not required to be so authorized. Any Bidder/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 § 2.2-4311.2 of the *Code of Virginia* 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 School Board may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

**7.29 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 in accordance with Article 3.3 (Substitutions) of the Instructions to Bidders (AIA-A701). 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/Offeror does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the Bidder/Offeror proposes to furnish the exact commodity specified in the item description.

**7.30 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 bid/proposal.

**7.31 TERMINATION BY OWNER FOR CONVENIENCE:**

- A. Owner may terminate this contract at any time without cause, in whole or in part, in accordance with Article 14.4 (Termination by the Owner for Convenience) of the of the General Conditions of the Contract for Construction (AIA-A201). Upon such termination, the contractor/vendor 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/vendor shall take such steps as owner may require assigning to the owner the contractor's/vendor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor/vendor shall receive as full compensation for termination and assignment the following:
1. All amounts then otherwise due the contractor for work performed under the terms of this contract
  2. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination
  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/vendor 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.

**7.32 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.

**7.33 WITHDRAWAL OR MODIFICATION OF BIDS:**

Bids 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.

**7.34 BONDS:**

Dinwiddie County School Board intends to enter into a stipulated sum contract (Standard Form of Agreement between Owner and Contractor (AIA-A101)).

A payment and performance bond maybe required for this project. If requested, the winning contractor will need to submit when notified of the award.

**8.0 ATTACHMENTS**

- Attachment A - State Corporation Commission Form
- Attachment B – Certification of Contractor
- Attachment C – References
- Attachment D – Not Used
- Attachment E – Pre-Bid Question Form
- Attachment F – Construction Drawings
- Attachment G – Bid Form
- Attachment H – Not Used

## **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 - 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.

Signature of Contractor: \_\_\_\_\_

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

**ATTACHMENT C - 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 \_\_\_\_\_

**ATTACHMENT D – NOT USED**

**ATTACHMENT E – PRE-BID QUESTION FORM**

(Use separate Form for each question submitted)

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

**Project Title:** EXTERIOR REPAIRS – DINWIDDIE ELEMENTARY SCHOOL

**IFB No.:** 25 092424

The following question concerns Drawing Sheet (number) \_\_\_\_\_:

---

---

---

---

---

---

---

---

---

---

The following question concerns Specifications Section (number)\_\_\_\_, page \_\_\_\_\_, paragraph \_\_\_\_:

---

---

---

---

---

---

---

---

---

---

**All responses to questions will be made by Addendum.**

**Question submitted by:** \_\_\_\_\_  
Name Organization

**Bidders shall submit form to:** Brenda Austin Dinwiddie County Public Schools  
Name Organization

Email address: [baustin@dcpsnet.org](mailto:baustin@dcpsnet.org)

**ATTACHMENT F – CONSTRUCTION DRAWINGS**  
(see attached Construction Drawings dated September 16, 2024)



**ATTACHMENT G – BID FORM**

To: Dinwiddie County School Board  
14016 Boydton Plank Road  
P.O. Box 7  
Dinwiddie, VA 23841  
Attn: Brenda Austin

Date: \_\_\_\_\_  
Project: Exterior Repairs  
Dinwiddie Elementary School

**IFB #: 25 - 092424**

In compliance with and subject to your Invitation for Bids and the documents therein specified, all of which are incorporated herein by reference, the undersigned bidder proposes to furnish all labor, equipment, and materials and perform all work necessary for construction of this project, in accordance with the Construction Drawings and Technical Specifications dated September 16, 2024, and the Addenda noted below, as prepared by RRMM Architects for the consideration of the following amount:

**A. BASIS OF AWARD:**

Award will be made to the lowest responsive and responsible bidder based on the Total Bid Amount.

**B. PRICING SCHEDULE:**

Having carefully examined the site, the existing building, the drawings, specifications and other documents, and in compliance with your "Invitation to Bid", Instructions to Bidders AIA701-2018 Edition, and this "Bid Form", the undersigned proposes to furnish all labor, materials, supplies and equipment necessary to complete the Dinwiddie Elementary School – Exterior Repairs. All shall be in accordance with Technical Specifications and Drawings prepared by RRMM Architects dated September 16, 2024.

The bidder agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Invitation for Bids at the following price(s):

**PART A – BASE BID:** \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_ )

**Unit Price Allowances:**

Unit Price Allowances are based on a price per unit of measurement for materials or services that will be adjusted upward or downward based on site conditions to the Contract by Change Order in the event the quantities of Work required by the Contract Documents are increased or decreased from those shown or indicated. Unit price allowances shall include all material and labor, overhead, profit and applicable taxes. Prices quoted being sum total compensation payable or creditable for such items or work. It is understood that extra work will not be executed without prior written notice.

**PART B – REPLACEMENT OF SLATE SHINGLES**

Replacement of Cracked, Damaged or Missing Slate Shingles to Match Existing Shingles. A final amount shall be adjusted upward or downward based on the actual quantity authorized. The total unit price allowance indicated shall represent all associated work, including but not limited to, testing, identification, demolition, removal, preparation of new work, installation of work and close-out requirements.

Est. Quantity of 300 Slate Shingles @ \$ \_\_\_\_\_ per Shingle = \$ \_\_\_\_\_

**PART C – INSTALLATION OF NEW ROOF UNDERLAYMENT AT SLATE SHINGLE REPAIRS**

Removal/Replacement of New Roof underlayment at Slate Shingle Roof. A final amount shall be adjusted upward or downward based on the actual quantity authorized. The total unit price allowance indicated shall represent all associated work, including but not limited to, testing, identification, demolition, removal, preparation of new work, installation of work and close-out requirements.

Est. Quantity of 350 Square Feet @ \$ \_\_\_\_\_ per SF = \$ \_\_\_\_\_

**PART D – CAST STONE PATCH REPAIR**

Perform Cast Stone Patch Repairs per Specifications and Drawings. A final amount shall be adjusted upward or downward based on the actual quantity authorized. The total unit price allowance indicated shall represent all associated work, including but not limited to, testing, identification, demolition, removal, preparation of new work, installation of work and close-out requirements.

Est. Quantity of 65 Square Feet @ \$ \_\_\_\_\_ per SF = \$ \_\_\_\_\_

**PART E – CAST STONE CRACK REPAIR**

Perform Cast Stone Crack Repairs per Specifications and Drawings. A final amount shall be adjusted upward or downward based on the actual quantity authorized. The total unit price allowance indicated shall represent all associated work, including but not limited to, testing, identification, demolition, removal, preparation of new work, installation of work and close-out requirements.

Est. Quantity of 40 Lineal Feet @ \$ \_\_\_\_\_ per LF = \$ \_\_\_\_\_

**PART F – CAST STONE REPLACEMENT - WINDOWSILLS**

Perform Cast Stone Replacement of Windowsills per Specifications and Drawings. A final amount shall be adjusted upward or downward based on the actual quantity authorized. The total unit price allowance indicated shall represent all associated work, including but not limited to, testing, identification, demolition, removal, preparation of new work, installation of work and close-out requirements.

Est. Quantity of 5 Cast Stone Windowsills @ \$ \_\_\_\_\_ per Sill = \$ \_\_\_\_\_

**PART G – CAST STONE REPLACEMENT – VERTICAL PILASTER CAPS**

Perform Cast Stone Replacement of Vertical Pilaster Cap Elements per Specifications and Drawings. A final amount shall be adjusted upward or downward based on the actual quantity authorized. The total unit price allowance indicated shall represent all associated work, including but not limited to, testing, identification, demolition, removal, preparation of new work, installation of work and close-out requirements.

Est. Quantity of 4 Vertical Pilaster Caps @ \$\_\_\_\_\_per Pilaster = \$\_\_\_\_\_

**PART H – CAST STONE REPLACEMENT – SLOPED PILASTER CAPS**

Perform Cast Stone Replacement of Sloped Pilaster Cap Elements per Specifications and Drawings. A final amount shall be adjusted upward or downward based on the actual quantity authorized. The total unit price allowance indicated shall represent all associated work, including but not limited to, testing, identification, demolition, removal, preparation of new work, installation of work and close-out requirements.

Est. Quantity of 2 Sloped Pilaster Caps @ \$\_\_\_\_\_per Pilaster = \$\_\_\_\_\_

**PART I – WOOD MEMBER REPLACEMENT @ CANOPIES**

Perform Wood Member Replacement at Porches and/or Canopies per Specifications and Drawings. A final amount shall be adjusted upward or downward based on the actual quantity authorized. The total unit price allowance indicated shall represent all associated work, including but not limited to, testing, identification, demolition, removal, preparation of new work, installation of work and close-out requirements.

Est. Quantity of 30 Board Feet of 4"x4" Members @ \$\_\_\_\_\_per Member = \$\_\_\_\_\_

**TOTAL BID AMOUNT (Sum of PARTS A, B, C, D, E, F, G, H & I) IS:**

\_\_\_\_\_ **DOLLARS**

**(\$ \_\_\_\_\_)**

**Unit Prices:**

Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for labor, materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

Unit Price No. 1: Brick Masonry Repairs – Repointing of Cracks.

\$ \_\_\_\_\_ per lineal foot.

Unit Price No. 2: Brick Masonry Repairs – Replacement of Cracked Brick Units.

\$ \_\_\_\_\_ per square foot.

Contract award will be based on the **TOTAL BID AMOUNT shown above** including any properly submitted bid modifications.

I certify that the firm name given below is the true and complete name of the bidder and that the bidder is legally qualified and licensed by the Virginia Department of Professional and Occupational Regulation, Board for Contractors, to perform all Work included in the scope of the Contract.

Virginia License No.: \_\_\_\_\_ Bidder: \_\_\_\_\_  
(Name of Firm)

Contractor Class: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature)

Specialty: \_\_\_\_\_ Valid until: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_ Title: \_\_\_\_\_

Virginia State Corporation Commission ID No.: \_\_\_\_\_  
If General Partnership (List Partners' Names) Business Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Telephone # \_\_\_\_\_

E-Mail \_\_\_\_\_ FAX # \_\_\_\_\_

The signatory of this document indicates and understands that time is of the essence and agrees that the date for Substantial Completion of the entire project shall be on or before August 6, 2023. A Notice authorizing Work to proceed will be issued on or before May 25, 2023. **Actual work cannot proceed until May 30, 2023**, to allow for the students to be out of the buildings. Final Completion shall be achieved within 30 consecutive calendar days after the date of Substantial Completion as determined by the A/E.

\*\*\*\*\*

Acknowledgment is made of receipt of the following Addenda: \_\_\_\_\_

\_\_\_\_\_

If notice of acceptance of this bid is given to the undersigned within 30 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the signatory will execute and deliver a contract in the prescribed form within 10 days after the contract has been presented to him for signature. The required payment and performance bonds, on the forms prescribed, shall be delivered to the Owner along with the signed Contract.

Immigration Reform and Control Act of 1986: The signatory certifies that it does not and shall not during the performance of the Contract for this project violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens, or knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**DISQUALIFICATION OF CONTRACTORS:** By signing this bid or proposal, the signatory certifies that this Bidder or any officer, director, partner or owner is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is this Bidder a subsidiary or affiliate of any firm/corporation that is currently barred from bidding on contracts by any of the same. We have attached an explanation of any previous disbarment(s) and copies of notice(s) of reinstatement(s).

Either the signatory or one of the following individuals, if any, is authorized to modify this bid prior to the deadline for receipt of bids by writing the modification and signing his name on the face of the bid, on the envelope in which it is enclosed, on a separate document, or on a document which is telefaxed to the Owner:

---

**ATTACHMENT H- NOT USED**