



Purchasing Department
P. O. Box 13145 • Roanoke, VA 24031
(540) 853-1348 • Fax (540) 853-2836
April 16, 2025

**INVITATION FOR BID
IFB 3183**

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

MILLING, RESURFACING, SEALCOATING, PAVING, AND STRIPING OF ROADWAYS AND PARKING LOTS - CHARLES W. DAY CAREER AND TECHNICAL EDUCATION CENTER

Bid Submission Requirements:

Bids must be received by the Bid Due Date and Time at bids.purchasing@rcps.info.

Bid Due Date and Time: May 8, 2025; 3:00 P.M.

Bids will be publicly opened and read aloud on May 8, 2025, 3:30 P.M. @ Roanoke City Public Schools Administration Building located at 40 Douglass Avenue NW, Roanoke, VA 24012.

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

ROANOKE CITY SCHOOL BOARD
Eric Thornton
Purchasing Director

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

Click on “Bids, RFPs, Cancellations”

This Public Body does not discriminate against Faith-Based Organizations

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**MILLING, RESURFACING, SEALCOATING, PAVING, AND STRIPING OF ROADWAYS AND PARKING LOTS -
CHARLES W. DAY CAREER AND TECHNICAL EDUCATION CENTER**

I. PURPOSE

The purpose of this Invitation for Bid is for Roanoke City Public Schools (“RCPS”, “Owner”, “Division”) to procure a Contractor (“Offeror”) or Contractors (“Offerors”) to provide all materials and labor to restore and improve existing asphalt roadways and parking lots at Charles W. Day Career & Technical Education Center (“DAYTEC”), located at 3605 Ferncliff Avenue NW, Roanoke, VA 24017.

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

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

II. BACKGROUND

There is a need to restore and improve roadways, parking lots, and walking trails at The DAYTEC facility by sealcoating, milling & resurfacing, and adding new pavement. There are seven (7) general areas planned for improvements. The areas are an extension of an existing asphalt walking trail (Area 1), a walking trail repair (Area 2), bus loop (Area 3), staff parking lot (Area 4), Ferndale Drive Private Drive (Area 5), Ferndale Drive Shoulder (Area 6), and the Ferndale Drive Cul de Sac (Area 7). The total area of new pavement is approximately **591.5 square yards**. The total area of sealcoating is approximately **2,146 square yards**. The total area of milling & resurfacing is approximately **2,223 square yards**. However, it is the contractor’s responsibility to verify the square footage of each area and the total square footage.

III. SCOPE OF WORK

RCPS is requesting Bids from Offerors to provide the most practical, time effective, and cost-efficient solution to perform milling and resurfacing of roadways and parking lots at DAYTEC (the “Project”).

The description of services in this IFB shall establish minimum requirements and expectations. RCPS reserves the right to waive any or all requirements specified herein.

1. Provide all labor, materials, equipment, and supervision necessary for the completion of the work described in this IFB.
2. Aerial view and details of the Project worksite are available in **Exhibit 1** to this IFB.
3. Work on the project site can begin on June 9, 2025, and must be substantially completed by August 6, 2025.

The following job specifications are applicable to IFB 3183 for restoration of the parking

lots and roadways at DAYTEC.

A. AREAS OF WORK (Reference **Exhibit 1**, aerial view, for additional details)

1. WALKING PATH EXTENSION – New 6’ wide walking trail section. Remove topsoil in area indicated, excavate earth adequately to provide a 2” stone subbase and 2” thick asphalt section to extend from existing trail along practice field to concrete landing at “Door #6” entering the high school. Approximately 44.5 square yards.
2. WALKING PATH REPAIR – Existing 12’ asphalt walking path. A trench was cut through existing path to install underground electrical during recent renovations. Temporary patch has settled and failed. Remove “cold asphalt patch” material and soil as necessary to provide new compacted 2” stone subbase and 2” thick asphalt section to match adjacent asphalt surfaces. Approximately 5 square yards.
3. BUS LOOP – Sealcoat area indicated including concrete curb pan at main entrance. Approximately 622 square yards.
4. STAFF PARKING LOT – Sealcoat area indicated between newer section of pavement and restripe parking spaces to match existing. Approximately 600 square yards.
5. FERNDALE DRIVE PRIVATE DRIVE – Mill, resurface, and restripe existing parking spaces. Approximately 2,223 square yards.
6. FERNDALE DRIVE SHOULDER – Existing Gravel shoulder. Sawcut existing pavement edge for entire length. Remove existing stone and soil as necessary to provide a new standard duty pavement section 8’ wide for the length indicated in Exhibit 1. Ensure slope of new pavement allows drainage preferably towards the perimeter fence. Approximately 542 square yards.
7. FERNDALE DRIVE CUL DE SAC - Sealcoat area indicated. Approximately 924 square yards.

B. QUALITY ASSURANCE

Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods for proper performance of the work.

C. MATERIALS

The specified materials are required to be used by, and must be applied according to the manufacturer’s recommendation for optimal performance:

- 1) Emulsified asphalt - tack coat.

- 2) Surface Mix - SM - 9.5AL.
- 3) Traffic paint in caution yellow, bright white, and handicap blue (100% acrylic).

D. PREPARATION OF SURFACES

- 1) The Existing asphalt section is assumed to be 1.5" – 2.0" in thickness. The milling requirement is the minimum depth necessary for the surface of the new pavement to be flush with the existing perimeter conditions and to maintain positive drainage.
- 2) Milled surfaces must be cleaned and free from all loose material and dirt prior to application of tack coat.

E. INSTALLATION

- 1) Apply tack coat to all milled surfaces prior to overlay.
- 2) Apply topcoat surface mix to a depth of two- and one-half inches.
- 3) Compact topcoat to depth of two inches.
- 4) Slope new surface for proper drainage to existing curb and drop inlets.
- 5) Mark all parking spaces (regular and handicap), caution areas, directional markings, and horizontal signage. Repaint existing curbs as necessary.
- 6) Prevent overspray onto adjacent areas

F. FINISHING

- 1) Replace any physical barriers, signs, or equipment moved prior to commencing the project.
- 2) Remove all contractor owned or leased equipment and materials.
- 3) Clean-up any debris, spills, or overspray from the work site and adjacent areas.
- 4) Complete final inspection of the work with a representative of Roanoke City Public Schools.

IV. PROJECT REQUIREMENTS

All work shall be in accordance with the owner's plans and specifications which are listed in this IFB.

1. Job Schedule

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

Substantial Completion for IFB 3183 must be achieved no later than August 6, 2025. If the Contractor is unable to achieve Substantial Completion for the project by August 6,

2025, the Contractor shall pay to the Owner, not as a penalty, however as liquidated damages for breach of Contract, one thousand dollars (\$1,000) per calendar day. **Substantial completion means the Project is fit for its intended use. Pavement overlay must be complete and striping for parking should be restored. Equipment should be demobilized from the site.**

**The Owner will consider any request made by the Contractor to extend the Contractor's time for performance of the work and may grant reasonable time extensions when delays in the Contractor's work performance are directly caused by supply chain delays, if the Contractor has provided the Owner with (i) reasonable notice in advance that its work is being impacted by supply chain delays; (ii) adequate verification to support the Contractor's claim; and (iii) written certification that any delay in its performance of this Contract is beyond the Contractor's control and not the result of actions or any failure to act by the Contractor.*

2. Clean Up

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

3. Safety

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

Contractor's agents, employees, suppliers or subcontractors to comply with safety standards, rules, regulations and requirements.

4. Coordination of its Work with Others

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

5. Bonds

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

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

6. Contractor agrees as follows:

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

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

V. CALENDAR OF EVENTS

	Date
Release Bid	04/16/2025
Mandatory Pre-bid meeting	04/24/2025 (3:00 P.M.)
Receive Written Inquiries (no later than)	04/28/2025 (5:00 P.M.)
Answer Written Inquiries (anticipated)	05/02/2025 (5:00 P.M.)
Receive Bids	05/08/2025 (3:00 P.M.)

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

VI. PRE-BID MEETING/SITE VISIT

A **Mandatory** pre-bid meeting will be conducted April 24, 2025, at 3:00 P.M. at Charles W. Day Career & Technical Education Center, 3605 Ferncliff Avenue NW, Roanoke, VA 24017.

VII. SUBMITTAL REQUIREMENTS

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

Bids must be received by the Bid Due Date and Time at bids.purchasing@rcps.info.

Bid Due Date and Time: May 8, 2025; 3:00 P.M.

Additional Information:

- i. Requests for any additional information should be directed to Eric Thornton, Director of Purchasing, at (540) 853-1348. All answers to questions will be posted on the RCPS website at <https://www.rcps.info/Page/262>.
- ii. RCPS encourages use of MBE, WBE, SBE, and local contractors.
- iii. The selected Contractors shall supply a "Certificate of Compliance" for all persons working on the project. This includes, however, not limited to, said contractor's employees and any subcontractor's employees.

VIII. GENERAL TERMS AND CONDITIONS

1. **Taxes:** State sales and use tax certificate of exemption, Form ST-12 will be issued upon request, if you do not have same on file. Deliveries against this Bid shall be free of excise or transportation taxes.
2. **Mandatory use of RCPS Forms and Terms and Conditions:** Failure to submit a Bid on the official forms provided for that purpose shall be a cause for rejection of the Bid. Return of the completed document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the Bid; however, RCPS reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a Bid as non-responsive. Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the Bid forms.
3. **Precedence of Terms:** Except for Paragraphs 1 and 2 of the General Terms and Conditions for Professional Services, which shall apply in all instances, in the event there is a conflict between the General Terms and Conditions for Professional Services and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.
4. **Default:** In case of failure to deliver the reports, documents, or services in accordance with the contract terms and conditions, RCPS, after due oral and written notice, may procure from other sources and hold Vendor responsible for any resulting additional procurement and administrative. This remedy shall be in addition to any other remedies which RCPS may have.
5. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of RCPS.
6. **Antitrust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to RCPS all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by RCPS under said contract.
7. **Ethics in Public Contracting:** By submitting the Bid, all Offerors certify and warrant that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their Bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
8. **Anti-Discrimination:** By submitting their Bid, all Offerors certify to RCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:
 - A. In every contract over \$10,000, the provisions 1 and 2 below apply:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The contractor will include the provisions of paragraphs 1, above, in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or Contractor.
9. **Debarment Status:** By submitting a Bid, all Offerors certify that they are not currently debarred from submitting Bids on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Bids on contracts by any agency of the Commonwealth of Virginia.
 10. **Applicable Law and Courts:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.
 11. **Qualifications of Offerors:** RCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to RCPS all such information and data for this purpose as may be requested. RCPS reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. RCPS further reserves the right to reject any Bid if the evidence submitted by, or investigations of, such Offeror fails to satisfy RCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
 12. **Anti-Collusion Certification:** By signing the Bid, the Offeror certifies that the Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The Offeror understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The Offeror agrees to abide by all conditions of the Bid and certifies that the individual signing the proposal is authorized to do so.
 13. **Payment Terms:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 day, however.
 14. **Immigration Reform & Control Act of 1986:** By submitting a proposal, Offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
 15. **Relationship of Offeror to Owner:** After the Contract for services has been fully executed, the Offeror shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements and other similar information to the Offeror.

16. **Code and Regulatory Compliance:** Review, comments and approvals by Owner or the staff of RCPS, in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under the applicable laws, codes, and professional practice as required in projects for Roanoke City Public Schools.
17. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

IX. SPECIAL TERMS AND CONDITIONS

1. **Insurance:**

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

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

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

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

2. **Audit:** The Offeror agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by RCPS. RCPS shall have full access to and the right to examine any of said materials during said period.
3. **Termination of Contract:** RCPS reserve the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days' written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
4. **Modification of Contract:** RCPS may, upon mutual agreement with the Offeror, issue written modifications to the statement of needs as a part of this contract, except that no modifications can be made which will result in an increase of the original project order contract price by \$50,000 or a cumulative amount of more than 25%, whichever is greater, without the advance written approval of the Superintendent or designee.
5. **Ownership of Materials:** Ownership of all data, materials, and documentation originated and prepared for the Roanoke City School Board pursuant to the proposal shall belong exclusively to the Roanoke City School Board and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the Freedom of Information Act, unless otherwise required by law or a court; however, the Offeror must invoke the protection of Section 2.2-4332(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire Bid

document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the bid.

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

13. **Availability of Funds:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
14. **Contract Documents:** The contract entered into by the parties shall consist of the Bid documents, the signed Bid submitted by the Contractor, Roanoke City Public Schools Standard Contract form, the General and Special Terms and Conditions, the Statement of Need including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.
15. **Rejection of Bids:** The Superintendent or designee, on behalf of the School Board, reserves the right to reject any and all Bids.
16. **Procedure for Protest:** Any vendor submitting a proposal may protest the award or decision to award a contract by submitting a written protest to the Superintendent of the ROANOKE CITY SCHOOL BOARD no later than ten (10) days after the award or the announcement of the decision to award whichever occurs first. The written protest shall include the basis for the protest and the relief sought. (Section 2.2-4360, Code of Virginia)
17. **Disclosure of Bid Contents:** Ownership of all data, materials, and documentation originated and prepared for the Roanoke City School Board pursuant to the bid shall belong exclusively to the Roanoke City School Board and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the Freedom of Information Act, unless otherwise required by law or court; however, the Offeror must invoke the protection of Section 2.2 -4332 (F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The classification of an entire bid document, line item prices, and/or total bid prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the bid.
18. **Drug Free Workplace:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
19. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

X. ADDITIONAL FORMS

STATE CORPORATION COMMISSION FORM

This form must be returned with response to solicitation.

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

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

_____.

-OR-

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

-OR-

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

-OR-

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

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

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

ANTI-COLLUSION CERTIFICATION

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

Signed: _____

Date: _____

Name of Company: _____

MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION

The Proposer should complete the following information:

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

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

Will Bidder be using Subcontractors? Yes: _____ No: _____

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

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

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

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

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

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

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

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

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

Offeror: _____
(Firm)

(Address)

(Telephone) (FAX)

(Ink Signature and title) (Date)

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

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

Bid/Proposal Number: **3183**

Company Name: _____

List of employee(s) assigned to the project:	

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

If the employees assigned to the project change, an updated copy of this form must be submitted to the Purchasing Office before an added employee can begin to work on the project. Only employees on this list will be allowed to provide services to the schools or be allowed to interact with students.

Name of Company Officer _____ Date _____

Signature of Company Officer _____ Rev. 8/2020

Reference Form

1. Project Location and Scope: _____

Agency Name: _____

Address: _____

Contact Person: _____ Telephone #: _____

E-mail: _____

2. Project Location and Scope: _____

Agency Name: _____

Address: _____

Contact Person: _____ Telephone #: _____

E-mail: _____

3. Project Location and Scope: _____

Agency Name: _____

Address: _____

Contact Person: _____ Telephone #: _____

E-mail: _____

Company: _____

Signature: _____

Title: _____ **Date:** _____

CERTIFICATION OF BID

IFB 3183

**MILLING, RESURFACING, SEALCOATING, PAVING, AND STRIPING OF ROADWAYS AND PARKING LOTS -
CHARLES W. DAY CAREER AND TECHNICAL EDUCATION CENTER**

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

FIRM _____

BY _____

(Signature validates bid)

(Print or type name)

TITLE _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL _____

DATE _____

XI. BID FORM – IFB 3183

**MILLING, RESURFACING, AND STRIPING OF ROADWAYS AND PARKING LOTS -
CHARLES W. DAY CAREER AND TECHNICAL EDUCATION CENTER**

Submitted by: _____

Firm Name: _____

The undersigned hereby proposes and agrees, if this Bid is accepted, to Contract with the School Board of the City of Roanoke, to furnish all equipment, materials, labor, and services necessary for **MILLING, RESURFACING, AND STRIPING OF ROADWAYS AND PARKING LOTS - CHARLES W. DAY CAREER AND TECHNICAL EDUCATION CENTER**, located at 3605 Ferncliff Ave NW, Roanoke, VA 24017, in accordance with the Owner’s Documents as attachments and this IFB 3183.

TOTAL BASE BID AMOUNT (LUMP SUM AMOUNT FOR ALL AREAS OF WORK) IS:

_____ Dollars (\$ _____)

ALTERNATE BID AMOUNTS (INDIVIDUAL AMOUNTS FOR EACH AREA OF WORK) ARE:

WALKING PATH EXTENSION

_____ Dollars (\$ _____)

WALKING PATH REPAIR

_____ Dollars (\$ _____)

BUS LOOP

_____ Dollars (\$ _____)

STAFF PARKING LOT

_____ Dollars (\$ _____)

FERNDALE DRIVE PRIVATE DRIVE

_____ Dollars (\$ _____)

FERNDALE DRIVE SHOULDER

_____ Dollars (\$ _____)

FERNDALE DRIVE CUL DE SAC

_____ Dollars (\$ _____)

ADDENDA: The undersigned hereby acknowledges the receipt of the following addenda to the Contract Documents:

Addendum _____ Dated _____

Addendum _____ Dated _____

Addendum _____ Dated _____

Addendum _____ Dated _____

The Owner reserves the right to negotiate with the lowest responsible bidder, to reject any and all bids, to waive any informality or irregularity in the bids received, and to take any action deemed in the best interests of Roanoke City Public Schools.

(continued on next page)

The undersigned hereby agrees, if this Bid is accepted by the School Board of the City of Roanoke, to commence work with an adequate force and equipment on the date stipulated in the written "Notice to Proceed" from the Senior Director of Physical Plants and to complete the work within the time period described in the Contract Documents. The undersigned agrees, if this Bid is accepted, failure or refusal to execute the Contract with and furnish to the School Board of the City of Roanoke the required bonds and certificates of insurance, within ten (10) consecutive calendar days from the receipt of written notice from the School Board of the City of Roanoke will result in a forfeiture of the Bid Security to the School Board of the City of Roanoke as liquidated damages.

The successful Bidder may be awarded a Lump Sum Contract.

Licensed "Class A" Virginia Contractor Number: _____.

Bidder is a ___ resident or ___ nonresident of Virginia. (Check appropriate blank. See Virginia Code Section 54.1-1100 et. seq.)

BIDDER: _____

(Firm) _____

(Address) _____

(Telephone)

(FAX)

(Ink Signature and Title)

(Date)

END OF BID FORM

**EXHIBIT 1
CHARLES W. DAY PAVEMENT
IMPROVEMENTS**

AREA 2
WALKING
TRAIL
PATCH

AREA 1
NEW
WALKING
TRAIL

AREA 7 CUL DE
SAC

AREA 5 -
FERNDALE

Charles W. Day
Technical Education...

AREA 4
STAFF
PARKING

AREA 6
FERNDALE
SHOULDER

AREA 3
BUS
LOOP

Big Lots
Discount store

