INVITATION FOR BIDS
EPDM Roofing
(Ethylene Propylene Diene Terpolymer)
Smyth County Public Schools

A. IFB Cover Sheet:

<table>
<thead>
<tr>
<th>Smyth County Public Schools</th>
<th>Closing Date:</th>
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</thead>
<tbody>
<tr>
<td>121 Bagley Circle; Suite 300</td>
<td>Friday, May 3, 2019</td>
</tr>
<tr>
<td>Marion, VA 24354</td>
<td>Closing Time:</td>
</tr>
<tr>
<td>276-783-8865</td>
<td>3:00 PM</td>
</tr>
<tr>
<td><a href="http://www.scsb.org">www.scsb.org</a></td>
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</tbody>
</table>

The Smyth County School Board reserves the right to accept or reject any and all bids in whole or in part and waive any informality in the competitive sealed bidding process. Further, the School Board reserves the right to enter into any contract deemed to be in the best interest of the school division.

This document constitutes an invitation for sealed bids clearly marked “EPDM Roofing”. The purpose and intent of the resulting contractual agreement is for the successful bidder to provide roofing for Smyth County Schools. Sealed bids will be received until 3:00 PM on Friday, May 3, 2019. Bids must be in one single bound document. Bidders shall submit one (1) signed original and three (3) copies of their bid. Late bids will NOT be opened or considered.

The Smyth County School Board will not be responsible for any expenses incurred by a bidder, including the successful bidder, in preparing and submitting a bid, or in engaging in oral presentation, discussions, or negotiations with the Board or its representatives.

Attachments: Attached is an Anti-Collusion Certification Form, Debarment Certification Form, General Information about Smyth County Schools, Code of VA on Ethics in Public Contracting, Central Registry Check Form, and Scope of Contract.

Questions: Any questions regarding the IFBs should be directed to Mr. Allen Asbury at 276.783.8865 Ext. 2221 or allenasbury@scsb.org. Any questions regarding the scope of the contract or the specifications of the work should be directed to Mr. Allen Asbury at 276.783.8865 Ext. 2221.

Bids may be mailed or hand-delivered to:
Mr. Allen Asbury, Facilities Director
121 Bagley Circle; Suite 300
Marion, VA 24354

It is the responsibility of the bidder to ensure that its bid reaches Allen Asbury or Tara Pruitt, Clerk of the Board, no later than the specified hour on the due date.

SECTION MUST BE COMPLETED FULLY BY BIDDER:

Company Name: __________________________
Address: ________________________________________________________________
Phone Number: ___________________ Fax Number: ________________________
Bid is valid for 90 days unless a longer period is indicated here _______ days.
Name & Title of Authorized Signatory: ________________________________________
Signature: ______________________________________ Date: ________________

Signatory hereby certifies that he/she is authorized to sign on behalf of the company, that he/she has carefully examined all conditions of the IFB and comments attached hereto and made a part hereof, hereby submits this bid as an offer for contract pursuant to such instructions and requirements, and agrees to comply with all terms and conditions of this IFB and the resulting contract if this offer is accepted.
B. Bid Instructions

1. Bids must be submitted in accordance with the instructions provided herein. All requested information must be submitted and complete. Failure to submit complete and accurate information may result in the bid being rejected as non-responsive.

2. No interpretation of the meaning of the requirements will be made orally to any potential bidder/contractor. Requests for interpretation must be in writing (email is authorized), addressed to the address indicated above and received by the Smyth County School Board no later than Seven (7) days prior to the Closing Date.

2. A bid must be signed, sealed, and received at the Smyth County School Board Office – 121 Bagley Circle, Suite 300, Marion, VA 24354 prior to Closing Date and Time. The bidder’s name, the bid number, and the Closing Date and Time must be shown clearly on the face of the envelope or package containing the bid. Bids offered by telephone, email or facsimile will not be accepted. Bids delivered in person must be given to the Clerk of the Board and the individual delivering the bid must sign the vendor log to verify delivery of the bid. All bids will be publicly opened and identified at the prescribed time and date; however, bids may not be read in their entirety nor open to public inspection at that time. After the award is announced, all bids will be made available for inspection by all bidders and the public in accordance with the Virginia Freedom of Information Act (FOIA), Virginia Code, §2.2-3700 et seq. Any bidder who wishes to keep confidential any trade secrets or specific proprietary information must make such request prior to or contemporaneously with submission of the data or materials. Bidders must identify the specific information to be kept confidential and state specifically the reasons why such information should be kept confidential and not subject to disclosure by the School Board pursuant to a request for such information pursuant to FOIA or any other state or federal law. The identification of the entire bid as proprietary or confidential is not acceptable and may result in the rejection and/or public disclosure of the bid.

One (1) signed original and three (3) copies of the bid must be submitted to the School Board. Original bids signed with facsimile stamps are not acceptable. To insure legibility, all information submitted, including prices should be typed. When practical, each copy of the bid shall be bound in a single volume. All documentation submitted with the bid shall be bound in that single volume. Elaborate brochures and other representations beyond that sufficient to present a complete and effective bid are neither required nor desired. Emphasis should be on completeness and clarity of content. Provision of any information thought to be relevant but not applicable to the enumerated scope of work should be included as an appendix to the bid. If the bidder furnishes publications to respond to a requirement, the bidder should include reference to the applicable part of the IFB by section/subsection title, number and page number. Any publication not referenced as required by this paragraph shall not be considered as part of the bid.

3. To be complete, a bid must include the following, formatted and submitted in tabs as noted below:
a. A copy of the IFB, signed by an agent authorized to bind the bidder to a contract, specifically:

- The cover sheet acknowledging the examination and compliance with the requirements of this IFB;
- The anti-collusion certification statement; and
- The debarment certification statement.

b. Specific plans for providing the goods and/or services described in the Scope of Contract. The following information shall be specifically addressed:

- Proposed fees and cost to perform all work identified in Scope of Contract;

4. Bid bonds may be required in accordance with Virginia Code § 2.2-4336. Performance and payment bonds may be required in accordance with Virginia Code § 2.2-4337. The Scope of Contract attachment delineates any such requirements.

5. A bid may be withdrawn only in accordance with Virginia Code § 2.2-4330.

C. Contract Type and Administration

It is anticipated that a contract with the lowest responsive and responsible bidder will result from this IFB. Each bid is an offer that will form a binding contract upon acceptance by the School Board, and each bidder agrees to sign a written contract upon acceptance of its bid. The contract will incorporate by reference this IFB and the bid submitted by the successful bidder (“Contractor”) and will contain additional terms and conditions.

1. **Contract Term:** The anticipated term of the contract is one year. The contract may be extended to allow for completion of any work undertaken but not completed during the original term of the contract. The contract may be renewed for two (2) additional one year periods.

2. **Contract Waiver:** Any waiver of any provision of the resulting contract shall be in writing and shall be signed by the duly authorized agent of the Contractor and by the Smyth County Schools Superintendent or designee. The waiver by either party of any term or condition of this contract shall not be deemed to constitute a continuing waiver thereof nor a waiver of any further or additional right that such party may hold under the contract.

3. **Contract Modification(s):** After the award, any and all modifications to the resulting contract shall be mutually agreed to by the School Board and the Contractor, in writing, and authorized by the Superintendent of Smyth County Schools, or designee.
Cancellation of Contract: The School Board reserves the right to cancel and terminate this IFB or to cancel or terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

4. Disputes and Claims: The Superintendent shall review and decide disputes and claims arising during the performance of the contract, in writing, within sixty (60) days of receipt of the dispute or claim. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after payment or other relief is allegedly due. The Contractor may not institute legal action prior to receipt of the Superintendent’s decision on the claim, unless that office fails to render such decision within sixty (60) days. The decision of the Superintendent shall be final and conclusive unless the Contractor, within six months of the date of the final decision on the claim, institutes legal action.

5. Notices: All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing. Notices shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by the United States mail, or by registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To Smyth County School Board – Superintendent

To the Contractor – Project Manager as identified by the Contractor

Either party may from time to time change the individual(s) who will receive notices and/or the address for notification purposes by giving the other party written notice as provided above.

6. Breach of Contract: The Contractor shall be deemed in breach of this contract if the Contractor:

a. Fails to comply with this IFB, its bid or any other terms of the written contract to be executed by the parties after the award is made; and

b. Fails to cure any such noncompliance with a contract term within ten (10) calendar days from the date the School Board provides notice of such noncompliance or such other time frame specified by the School Board in the notice. Opportunity to cure noncompliance shall not be afforded Contractor in the event that noncompliance cannot be remedied or an emergency exists. The School Board will determine when noncompliance cannot be remedied and/or if an emergency exists and will inform Contractor of the basis for its determination.
The Contractor shall not be in breach of this contract if the breach was due to causes beyond its reasonable control and occurred without any fault or negligence on the part of both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes and floods.

7. **Termination With Cause/Default/Cancellation:**

   a. In the event the Contractor shall for any reason or through any cause be in breach on the terms of this contract, the School Board will give written notice of such breach as provided for in paragraph 5(b) above.

   b. Upon the School Board’s determination that an opportunity to cure is not required (in accordance with paragraph 5(b) above), or upon failure of the Contractor to cure the breach within the time specified in the School Board’s notice provided in accordance with paragraph 5(b), the School Board may immediately cancel and terminate this contract as of the date of the notice of breach, with no other written notice necessary.

   c. Should the Contractor fail to deliver any goods or services in accordance with the contract terms and conditions, the School Board may procure such goods and/or services from other sources and hold the Contractor responsible for any additional costs and expenses relating to obtaining such goods and/or services. This remedy shall be in addition to any other remedies the School Board may have.

   d. No waiver or contest of any breach shall be effective unless expressly made in writing and signed by the waiving or contesting party’s duly authorized representative and duly delivered to the other party either by certified mail, return-receipt requested or registered courier service.

8. **Non-Assignment:** The Contractor may not assign its rights or duties under this agreement without the prior written consent of the School Board.

9. **Compliance with Laws:** The Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, including but not limited to the specific requirements outlined in section F herein and any legal obligations relating to workers’ compensation or other insurance, during the performance of this contract. Each bidder represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If a bidder is a corporation, the bidder further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. Any costs associated with violations of the law, including, but not limited to, remediation, fines, administrative or civil penalties or charges, and third party claims imposed on the School Board by any regulatory agency or by any third party as a result of the noncompliance with federal, state or local laws and regulations by the Contractor or by any of its subcontractors, consultants, sub-consultants, or any other persons, corporations or legal
entities retained by the Contractor for this contract, shall be paid by the Contractor. The Contractor agrees to indemnify and hold harmless the School Board for all such costs, remediation, fines, penalties and charges.

10. **Venue:** This IFB and the resulting contract are made in and shall be governed by the laws of the Commonwealth of Virginia. Any and all suits or actions for any claims, whether legal or equitable in nature, or for any and every breach or dispute arising out of this contract shall be filed and maintained in the courts of the County of Smyth, Virginia.

11. **Severability:** If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

D. **Scope of Contract:** The Contractor shall furnish all labor, materials and tools necessary to perform the services and/or provide the goods described in the Scope of Contract, attached as attachment #4. Performance under this contract shall at all times conform in all material respects with relevant industry standards and with the terms and conditions of this IFB, the Contractor’s bid, and the resulting contract, including any and all appendices and amendments to any of the foregoing documents.

E. **Ordering and Invoices**

The Superintendent or his designee will administer the contract. Statements and invoices shall be submitted to the Smyth County School Board, 121 Bagley Circle, Suite 300, Marion, VA 24354.

F. **General Provisions**

1. The School Board will not be responsible for any expenses incurred by bidder in preparing and submitting a bid. All bids shall provide a straightforward concise delineation of capabilities to satisfy the requirements of this IFB. Emphasis should be on completeness and clarity of content.

2. Bidders who submit a bid in response to this IFB may be required to make an oral presentation of their bid. The Director of Operations and Finance will schedule the time and location for any such presentation.

3. The School Board reserves the right to accept or reject, in whole or in part, any and all bids received by reason of this IFB or to negotiate separately in any manner permitted under the PPA. The School Board further reserves the right to split the award if it is deemed in the best interest of the School Board. If the School Board elects to split the award among two or more bidders, the School Board will assign work between the successful bidders according to the procedures adopted by the School Board for that purpose. The School Board reserves the right to waive informalities. Bidders whose bids are not accepted will be notified in writing.
4. Any changes in this IFB or the resulting contract will be effective only when made by written addendum signed by an authorized official of the School Board, or the Superintendent.

5. Each bidder must be an equal opportunity employer and in full compliance with all statutes, rules, and regulations which require nondiscrimination in employment. By submitting a bid, each bidder certifies that, during the performance of this contract, it will abide by and comply with all anti-discrimination laws, including but not limited to the following requirements:
   a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disability, except where that classification 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 the requirements of this section.
   d. The Contractor will include the provisions of this section in all of its contracts with subcontractors or purchase orders that exceed $10,000, so that such provisions are binding on each such subcontractor and vendor.

6. The School Board requires that price bids remain firm for at least ninety (90) days after Closing Date, during which period bids may not be withdrawn.

7. The School Board will give notice of its award in writing to the successful bidder, and a purchase order will be issued or contract executed, provided bonds are approved and insurance certification received, if necessary.

8. It shall be understood and agreed between parties to a resulting contract that the Smyth County School Board shall not be obligated to purchase or pay for any products or services covered by such purchase order or contract unless and until they are ordered and received by the School Board. Delivery of items or service covered under the contract is a precondition of payment.

9. Failure to comply with conditions set forth herein may result in removal of an item(s) or the entire bid from consideration.

10. By submitting a bid pursuant to this IFB, each bidder certifies that its bid is made without collusion or fraud; that neither it, nor any person on its behalf, has offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with this IFB or its bid; and that it has not conferred on any public employee having official responsibility for this
procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal values present or promised, unless consideration of substantially equal or greater value was exchanged. Each bidder certifies that it has and will comply with the requirements of the Ethics in Public Contracting sections of the PPA, attached hereto as attachment #5. The Anti-Collusion and Debarment Certification forms attached must be completed and submitted with all bids.

11. To protect the safety of students and school employees, prior to beginning work the Contractor shall certify to the Division Superintendent or designee that none of its employees (whether new or current, full-time or part-time, permanent or temporary) who will be present on school property or at any school-related events, including those events that occur off-campus, and have direct contact with students (i) have been convicted of a felony or (ii) of any offense involving sexual molestation, physical or sexual abuse or rape of a child. The Contractor shall make the certification with respect to new employees subject to this section before any new employee begins working on school property or at school-related events.

Prior to making any certification to the Superintendent, the Contractor shall conduct any necessary investigation of its employees and shall keep records of all investigations available for review by school division officials upon request.

If, after making a certification, an employee of the Contractor is arrested for, charged with, or convicted of any such offense, the Contractor shall notify the Superintendent as soon as practicable of the arrest, charge or conviction. The Superintendent reserves the right to exclude such employee from positions that may involve contact between such employee and students or school employees, or to exclude such individual from school property entirely.

Failure by the Contractor or one of its subcontractors to conduct any necessary investigations or to make the certifications required by this provision may constitute a breach of the contract awarded pursuant to this IFB and grounds for termination or rescission of the contract. A materially false statement regarding the certification is a Class 1 misdemeanor as well as a breach of the contract.

The Contractor shall include the provisions of the foregoing paragraphs of this section in all contracts with its subcontractors so that such provisions are binding on all subcontractors of the Contractor.

12. During the performance of the contract, the Contractor agrees to (i) provide a drug-free workplace for its 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 is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (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. The Contractor will include the provisions of this section in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each such subcontractor or vendor.
For purposes of this section, “drug-free workplace” shall mean a site for the performance of work done in connection with the specific contract awarded pursuant to this IFB, wherein employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana.

13. The School Board, in procuring goods or services, or in making disbursements pursuant to this Request, shall not discriminate against a faith-based organization on the basis of the organization’s religious character. The School Board shall not impose conditions under this section that restrict the religious character of faith-based organizations, except that funds provided for expenditure pursuant to contracts with public bodies shall not be spent for sectarian worship, instruction, or proselytizing; however, this prohibition shall not apply to expenditures pursuant to contracts, if any, for the services of chaplains. The School Board shall also not impose conditions under this section that impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services or disbursements.

14. The School Board shall promptly pay, by the required payment date, for delivered goods and/or completed services performed by the Contractor. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of the goods or services; or (ii) if a date is not established by contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after the invoice is tendered, whichever is later. Within twenty (20) days after the receipt of the invoice or goods or services, the School Board shall notify the supplier of any defect or impropriety that would prevent payment by the payment date.

For work performed by a subcontractor of the Contractor, the Contractor must take one of the two following actions within seven (7) days after receipt of amounts paid by the School Board: (a) pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor under the contract; or (b) notify the School Board and subcontractor, in writing, of its intention to hold all or a part of the subcontractor’s payment and of the reason(s) for nonpayment.

Individual contractors are required to provide their social security numbers and proprietorships, partnerships and corporations are required to provide their federal employer identification numbers for purposes of payment.

The Contractor shall be required to pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid for seven (7) days following receipt by the firm of payment from the School Board for work performed by the subcontractor under the contract, except for amounts withheld as allowed in the provisions of this section.

Unless otherwise provided under the terms of the contract, interest on delinquent payments shall accrue at the rate of one percent (1%) per month.

Any contract awarded pursuant to this IFB shall further require the Contractor to include in each of its subcontracts a provision requiring each subcontractor to
include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

15. The School Board reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and/or to submit additional information which the School Board deems necessary.

16. Each bidder certifies that it does not, and will not, during the performance of this contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

G. Special Provisions

1. **Advertising:** In the event a contract is awarded for goods, supplies, equipment, or services resulting from this IFB, no indication of such sales or services to the School Board or Smyth County Public Schools will be used in the Contractor’s product literature or advertisements without the express written permission of the School Board.

2. **Availability of Funds:** It is understood and agreed between the parties herein that the School Board shall be bound hereunder only to the extent funds are appropriated or made available or which may hereafter be appropriated or become available for the purpose of this agreement.

3. **Definitions:**

   a. Wherever used in this IFB and its addenda, the term “contract” refers to the final, negotiated contract awarded to the successful bidder under this solicitation, and includes the terms and conditions of this IFB and of the bidder’s bid. This IFB and its addenda, the successful bidder’s bid, any additional information requested, and negotiated changes and prices shall be incorporated into the final contract.

   b. Wherever used in this IFB and its addenda, the term “Contractor” refers to the successful bidder who is awarded the contract under this solicitation.

4. **Conditions of Work:** Bidders shall inform themselves fully of the conditions relating to provision of the goods and/or services required herein. Failure to do so will not relieve the Contractor of the obligation to furnish all goods and/or services necessary to carry out its obligations under this contract.

5. **Prime Contractor:** If in its performance of this contract, the Contractor supplies goods and/or services by or through another party or subcontractor, the Contractor agrees that:

   a. The Contractor shall act as the prime Contractor for all the services to be provided under the contract, and shall be the sole point of contact with regard to all obligations under this contract.

   a. The Contractor represents and warrants that it has made third parties or subcontractors aware of the proposed use and disposition of the other
party’s products or services, and that such other party has agreed in writing that it has no objection and that the School Board is not liable to such third parties or subcontractors for any work performed under this contract.

6. **Hold Harmless/Indemnification:** Any damage to School Board property resulting from the work of the Contractor or his subcontractors, agents or employees shall be repaired, to the School Board’s satisfaction, at the Contractor’s expense. The Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by this contract. The Contractor shall hold harmless and indemnify the Smyth County School Board and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney’s fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage or injury, real or alleged resulting from any act or omission of the Contractor or its subcontractors, agents, or employees. The Contractor shall, upon written demand by the Smyth County School Board assume and defend at the Contractor’s sole expense any and all such suits or claims.

7. **Insurance:** The Contractor shall maintain such insurance coverage as is specified in the Scope of Contract. The Contractor shall provide to the School Board such certificates or evidence of insurance as requested by the School Board.

**H. List of Attachments**

1. Anti-Collusion Certification Form
2. Debarment Certification Form
3. General Information about Smyth County Schools
4. Scope of Contract
5. Code of Virginia on Ethics in Public Contracting
ANTI-COLLUSION STATEMENT:

In the preparation and submission of this bid on behalf of _________________________ (name of vendor), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 U.S.C. §§ 1 et seq., or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8. The undersigned vendor hereby certifies that this agreement, or any claims resulting therefrom; is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; that no person acting for, or employed by, Smyth County Public Schools or the Smyth County School Board has an interest in, or is concerned with, this bid; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

BY: ___________________________________________ (Signature)

_______________________________________________ Printed Name & Title

_______________________________________________ Company

_______________________________________________ Business Address

_______________________________________________ Date
Attachment #2

DEBARMENT STATEMENT:

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding to furnish materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

BY:  ________________________________ (Signature)

______________________________ Printed Name & Title

______________________________ Company

______________________________ Business Address

______________________________ Date
Attachment #3

General Information about Smyth County Schools

The Smyth County School Division consists of fourteen (14) schools. These schools are organized in four (7) elementary schools; three (3) middle schools; (3) high schools; and one (1) Career and Technology Center. The Smyth County School Division also conducts a GED Program, Teaching Alternative Program, and an Adult Education Program. The central office personnel and business operation is housed in the third floor of the Smyth County Office Building. All of the elementary, middle and high schools have physical education and/or athletic structures on their properties.

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<th>Buildings</th>
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<td>Atkins Elementary School</td>
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<td>Chilhowie Elementary School</td>
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<td>Chilhowie High School</td>
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<td>Chilhowie Middle School</td>
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<tr>
<td>Marion Middle School</td>
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<td>Marion Elementary School</td>
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<tr>
<td>Marion Senior High School</td>
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<td>Northwood High School</td>
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<td>Northwood Middle School</td>
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<td>Oak Point Elementary School</td>
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<tr>
<td>Rich Valley Elementary School</td>
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<tr>
<td>Saltville Elementary School</td>
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<tr>
<td>Smyth Career &amp; Technology Center</td>
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<tr>
<td>Sugar Grove Elementary School</td>
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<tr>
<td>Teaching Alternative Program</td>
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<tr>
<td>Central Office</td>
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<td>Bus Garage</td>
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Scope of Contract

Smyth County Schools will be accepting bids for new EPDM roofing systems, this bid will be on a sq/ft basis and for various locations.

Square foot price to include the following:
* Removal of existing non ballasted membrane roof.
* Install a 1/2 " recovery board
* Flash membrane at all perimeter locations.
* Flash and seal all penetrations.
* Install new reinforced 45 mil EPDM fully adhered roof system.
* Roof system to have a 15 year material and labor warranty.
* System to have engineered drawings for approval.

ALT # 1 Provide an up charge for a 30 year warranty system.

Base Bid per Square Foot $ _______________ all locations.

Alt # 1 Up charge per Square Foot_________________ all locations.

Contact Mr. Allen Asbury at 276.783.8865 Ext. 2221, with any questions or for more information.

NOTE: ALL GOODS AND SERVICES MUST MEET EDUCATIONAL FACILITY CODES; BASIC INSTRUCTION, HEALTH, AND FACILITY CODES; BUILDING STANDARDS FOR VIRGINIA PUBLIC SCHOOLS; AND SAFETY AUDIT GUIDELINES FOR VIRGINIA PUBLIC SCHOOLS.
Section 2.2-4367  Purpose.

The provisions of this article supplement, but shall not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (2.2-3100 et seq.) the Virginia Governmental Frauds Act (18.2-498.1 et seq.) and Articles 2 (18.2-438 et seq.) and 3 (18.2-446 et seq.) of Chapter 10 of Title 18.2.

The provisions of this article shall apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

Section 2.2-4369  Proscribed participation by public employees in procurement transactions.

[Except as otherwise expressly permitted], no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction;
2. The employee, the employee’s partner, or any member of the employee’s immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent;
3. The employees, the employee’s partner or any member of the employee’s immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee’s partner, or any member of the employee’s immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

Section 2.2-4370  Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror, contractor or subcontractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the public body unless the employee or former employee provides written notification to the public body, or a public official if designated by the public body, or both, prior to commencement of employment by that bidder, offeror or contractor.

Section 2.2-4371  Prohibition on solicitation or acceptance of gifts; gifts by bidders, offerors, contractor or subcontractors prohibited.

A. No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless
consideration of substantially equal or greater value is exchanged. The public body may recover the value of anything conveyed in violation of this section.

B. No bidder, offeror, contractor or subcontractor shall confer upon 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.

Section 2.2-4372 Kickbacks.

A. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration or substantially equal or greater value is exchanged.

B. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

C. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

D. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and shall be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Section 2.2-4373 Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposal for or on behalf of a public body shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, a public body may permit such person to submit a bid or proposal for that procurement or any portion thereof if the public body determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the public body.

Section 2.2-4374 Purchase of building materials, etc., from architect or engineer prohibited.

A. No building materials, supplies or equipment for any building or structure constructed by or for a public body shall be sold by or purchased from any person employed as an independent contractor by the public body to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a personal interest as defined in §2.2-3101.
B. No building materials, supplies or equipment for any building or structure constructed by or for a public body shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in the building or structure to the independent contractor employed by the public body to furnish architectural or engineering services in which such person has a personal interest as defined in 2.2-3101.

C. The provisions of subsections A and B shall not apply in cases of emergency or for transportation-related projects conducted by the Department of Transportation or the Virginia Port Authority.

**Section 2.2-4376** Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

**Section 2.2-4377** Penalty for violation.

Any person convicted of a willful violation of any provision of this article shall be guilty of a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.