INDEFINITE QUANTITY CONTRACT:
ROOFING

ACCEPTANCE DATE: Prior to 10 a.m., July 21, 2026

IFB Number: IFB 2027-27

ACCEPTANCE PLACE: Winchester Public Schools
Central Administrative Office
598 N. Kent St.
Winchester, VA 22601

Requests for information related to this Invitation should be directed to:

Andrea Jones
Operations Specialist
(540) 667-4253
E-mail address: jonesan@wps.k12.va.us

This document can be downloaded from Winchester Public Schools' website at: www.wps.k12.va.us

ISSUE DATE: June 23, 2026

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

INVITATION FOR BID
IFB 2027-27

INDEFINITE QUANTITY CONTRACT:
ROOFING

SECTION	PAGE
1.0 PURPOSE	3
2.0 COMPETITION INTENDED	3
3.0 DISCREPANCIES	3
4.0 BIDDER'S MINIMUM QUALIFICATIONS	3
5.0 SCOPE OF SERVICES	4
6.0 GENERAL REQUIREMENTS	4
7.0 INSTRUCTIONS TO BIDDERS	6
8.0 SPECIAL TERMS AND CONDITIONS	14
9.0 GENERAL TERMS AND CONDITIONS	23
10.0 BID SUBMISSION FORMS	34

INDEFINITE QUANTITY CONTRACT:
ROOFING

1.0 PURPOSE

The intent of this Invitation for Bid (IFB) is to obtain the services of a qualified Roofing Contractor to furnish labor, equipment, and materials necessary to repair, replace, and maintain building roofs for Winchester Public Schools.

2.0 COMPETITION INTENDED

It is the intent of WPS that this IFB permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing of any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent or appointed designee not later than ten (10) business days prior to the date set for bids to close.

3.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from WPS in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request will be communicated through a written addendum and posted on the WPS website at www.wps.k12.va.us. Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than WPS.

4.0 BIDDER'S MINIMUM QUALIFICATIONS

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. ***The apparent low bidder shall be required to provide documentation demonstrating that the firm and current staff have a minimum of five (5) years of successful experience in the repair, replacement, and maintenance of commercial roofing systems.***

4.1 The Contractor must employ and assign a crew supervisor for all work performed under this contract.

4.2 The assigned supervisor must have demonstrated training and experience in commercial/residential roofing, and appropriate safety practices for the operations associated with the assigned tasks.

4.3 The Contractor must have suitable equipment and tools necessary to accomplish assigned tasks, and the ability to secure, in a timely manner, the necessary supplies for the scope of work.

5.0 SCOPE OF SERVICES

The work to be performed shall consist of a qualified Roofing Contractor providing all labor, equipment, and materials necessary to service to repair, replace, and maintain roofs for all Winchester Public Schools buildings.

They type of work to be performed under this contract include, but may not be limited to:

- Shingle roof repair and replacement
- EPDM roofing repair and replacement
- Repairing and/or replacing insulation and roof decking
- Repairs to (Puff) spray on roofing
- Repairs to flashing and guttering

This is not an exclusive Contract to perform these services for WPS. If WPS determines it is more cost effective or desirable to use alternative means or contractors to perform similar work, WPS reserves the right to do so.

6.0 GENERAL REQUIREMENTS

6.1 Estimates

Contractor shall provide written "Not to Exceed" estimates on all non-emergency projects. These estimates shall be based upon the hourly rates and mark-ups established in this contract, and include the estimated number of hours, number and type of employees required, estimated material cost, and completion date. The Contractor shall provide written estimates within five (5) days of the original request date. It shall be the Contractor's responsibility to ensure it has all information to prepare accurate estimates.

Unreasonable estimates shall be deemed cause to terminate the Contract.

6.2 Hourly Rates

A. Business Hours

The Contractor shall provide a fixed hourly rate for work done during normal business hours, Monday through Friday, 7:00 AM to 5:00 PM

B. Emergency Service/After Hours Services

The Contractor shall provide a percentage escalation for outside normal business hours. The Contractor shall have the ability to respond to emergency repairs twenty-four (24) hours a day, seven (7) days per week. The Contractor shall be available cell phone during non-business hours.

Note: Man hours paid under this Contract shall be only for productive hours on the job site, and for time spent for transportation of workers, material acquisition, handling, and delivery, or for movement of Contractor owned or rented equipment. Emergency service and after-hours service must be approved by an authorized WPS employee.

WPS shall accept no bid with a minimum charge stipulation.

6.3 Response Time

The Contractor shall respond to non-emergency service calls within one business day and be on-site to review the scope of work at the time mutually agreed upon by the Contractor and WPS representative. It shall be the WPS representative's responsibility to then determine the final scope of work and either authorize immediate repair or request the Contractor provide an estimate in accordance with the provisions of paragraph 6.1.

6.4 Emergency Response Time

Once WPS issues a call for emergency service, the Contractor must be able to reach the site of the emergency within four (4) hours of the initial WPS communication or at an alternate time mutually agreed upon by the Contractor and WPS representative; or shall demonstrate that conditions were such that travel to the site would be extremely hazardous, or there was some extraordinary impediment preventing travel to the site. Should this be the case, the Contractor is required to immediately contact the requester of the emergency service and communicate the problem with travel. It will be at the sole discretion of WPS to determine if the situation is an emergency or not.

6.5 Point of Contact

The Contractor shall provide WPS with a twenty-four (24) hour point of contact, to include the name and phone number, which will be able to meet the requirements stated in Sections 6.3 and 6.4 of this IFB.

6.6 General

A. All maintenance shall be scheduled with an authorized WPS representative at least three (3) days prior to any work**.**

B. At all times during the term of this contract, the Contractor shall have in his employ a minimum of two (2) employees to perform the service under this contract. The employees shall have performed roofing maintenance/repair for at least five (5) years. Employees shall be in the Contractor's employ at the time the Contractor submits their bid.

C. The Contractor's personnel sent to repair WPS roofing shall carry identification confirming that the are bona fide employees of the Contractor and not subcontractors. Use of subcontractors without written consent of WPS is cause for termination of the contract.

6.7 Records

Complete records are to be kept by the Contractor for each service required. The Contractor is responsible for providing these records to WPS within ten (10) working days after each site visit.

7.0 INSTRUCTIONS TO BIDDERS

7.1 Preparation and Submission of Bids

A. Before submitting a bid, read the ENTIRE solicitation including the General Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.

B. Pricing must be submitted on IFB pricing page only. Include other information, as requested or required.

C. All bids must be submitted to WPS in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening, and the title of the IFB.

D. All bids shall be signed in in by the individual or authorized principals of the firm.

E. All attachments to the IFB requiring execution by the bidder are to be returned with the bids.

F. Bids must be received by the Winchester Public Schools prior to 10 a.m. on July 21, 2026. Requests for extensions of this time and date will not be granted, unless deemed to be in WPS best interest. Bidders mailing their bids shall allow for sufficient mail time to ensure receipt of their bids by WPS by the time and date fixed for acceptance of the bids. Bids or unsolicited amendments to bids received by WPS after the acceptance date and time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.

G. Bids may be either mailed or hand delivered to 598 N. Kent St., Winchester, VA 22601. Faxed and e-mailed bids will not be accepted.

H. Each bidder shall submit one (1) original of their bid to Winchester Public Schools as indicated on the cover sheet of this IFB.

7.2 Exceptions/Additions

No exceptions or additions to the Specifications/Scope of Work or General Terms and Conditions shall be permitted. Any questions or concerns regarding any part of the IFB shall be submitted to the Purchasing Agent prior to the date specified in the Questions and Inquiries section above. Bids containing any exceptions to the Specifications/Scope of Work or General Terms and Conditions or submitting additional Terms and Conditions shall be deemed non-responsive and rejected. Exceptions or additions proposed after bid submission by the successful bidder shall not be accepted.

7.3 Inspection of Site

It is strongly recommended that all bidders make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful bidder of its obligation to carry out the scope of the resulting contract.

7.4 Firm Pricing for WPS Acceptance

Bid price must be firm for WPS acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

7.5 Unit Price

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

7.6 Quotations to be F.O.B. Destination – Freight Prepaid and Allowed

Any goods to be delivered to a WPS location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

7.7 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

7.8 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:
If a sole proprietorship, the owner may sign.
If general partnership, any general partner may sign.
If a limited partnership, a general partner must sign.
If a limited liability company, a "member" may sign or a "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign. Others may be granted authority to sign but WPS requires that a corporate document authorizing him/her to sign be submitted with bid.

7.9 Correction or Withdrawal of Bids and Cancellation of Awards Under Competitive Sealed Bidding

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted at WPS discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of WPS or fair competition shall be permitted. Except otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

7.10 Subcontractors

All bidders shall include a list of all subcontractors with their bid. WPS reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of WPS. Any such replacement shall be at no additional expense to WPS nor shall it result in an extension of time without WPS approval.

7.11 References

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of bid as non-responsible. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

7.12 Contract Quantities

The quantities specified in this Invitation for Bid are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period.

Quantities shown shall not be construed to represent any amount which WPS shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders placed by WPS.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT WPS SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

7.13 Delivery

Bid must show number of calendar days required to complete the services under normal conditions. A five (5) day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promised may cause bid to be disregarded as nonresponsive. Delivery of materials shall be made during normal working hours only, 7:00 am to 5:00 pm, unless prior approval for an alternate delivery has been obtained from WPS. From June 1 through July 31 the Contractor hours may be restricted annually due to WPS change in normal hours to summer hours. Summer hours are to be determined on an annual basis by WPS.

7.14 Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

7.15 Late Bids

LATE bids shall be returned to bidder UNOPENED, if IFB number, opening date, and bidder's return address is shown on the container.

7.16 Rights of WPS

WPS reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of WPS.

7.17 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

7.18 Vendor Preference in Tie Bids

Winchester Public Schools and any and all of its departments making purchases of goods, services or construction may give preference to goods, services or construction sold by state vendors or lowest responsive and responsible bidder deemed by WPS to best serve the interest of WPS, in all cases of tie bids, quality and service being equal.

7.19 Anti-Trust Violations

Tie bids may cause rejection of bids by WPS and/or prompt an investigation for Anti-Trust violations.

7.20 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost. WPS reserves the right to reject all or any part of any bid, waive informalities, and award the Contract to the Contractor it deems best to serve the interests of WPS.

7.21 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, WPS reserves the right granted by §2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

7.22 Notice of Award

A Notice of Award will be posted on the WPS website located at www.wps.k12.va.us and on the bulletin board located at the Central Administrative Office located at 598 N. Kent St., Winchester, VA 22601.

7.23 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director of Operations, WPS.

7.24 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Contract Terms and Conditions and the General Terms and Conditions contained herein.

7.25 W-9 Form

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm.

7.26 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for WPS.

7.27 Proof of Authority to Transact Business in Virginia

Bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission (SSC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror described herein that fails to provide the required information shall not receive an award unless waiver of this requirement and administrative policies and procedures established to implement this section is granted by the Director of Operations or his or her designee. The SCC may be reached at (804) 371-9733 or at http://www.scc.virginia.gov.

7.28 Debarment

By submitting a bid, the bidder is certifying that the bidder is not currently debarred by WPS, the State of Virginia, or in a procurement involving federal funds, by the Federal Government.

7.29 Addendum and Supplemental Request

If it becomes necessary to revise any part of this IFB or if additional data is necessary to enable exact interpretation of provisions of this IFB, an addendum will be issued. All addendums will be posted on WPS website located at www.wps.k12.va.us. It is the responsibility of the bidder to ensure that they have received all addenda prior to submitting a bid.

7.30 Questions and Inquiries

Written questions by email will be accepted from any and all bidders. The Operation's Specialist or Facilities Coordinator are the sole points of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other WPS staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, time and date of opening, and the title of the IFB. Material questions will be answered in writing with an Addendum, however, all questions must be received at least ten (10) days in advance of the bid opening date. It is the responsibility of all bidders to ensure that they have received all Addendums and to include signed copies with their bid. Addendums can be downloaded from www.wps.k12.va.us.

7.31 Contractor Certification

Effective July 1, 2007, the Code of Virginia was amended to require that prior to awarding a contract for services to be provided in the presence of students, WPS will require the Contractor to certify that none of the persons who will provide services requiring direct contact with students on school property or during school hours or school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

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

The Certification of Contractor form is page 38 of this IFB and must be completed and returned with the bid.

8.0 SPECIAL TERMS AND CONDITIONS

The Contract with the successful offeror will contain the following Special Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity WPS terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions the offeror takes exception to or seeks to amend or replace, shall be sufficient grounds for rejection of the proposal. WPS may accept additional or different language if so provided with the proposal.

8.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of a WPS authorized representative. The Contractor shall not comply with requests and/or orders issued by other than the WPS authorized representative. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

8.2 Contract Term:

The Contract shall begin upon bid award and end on June 30, 2027 unless WPS elects renewal of the Contract.

The Contract may be renewed for three (3) additional one-year renewal terms based on the pricing submitted by the Contractor on the Pricing Page, and the Terms and Conditions contained herein, at the expiration of Contract term at the sole discretion of WPS.

8.3 Contract Quantities

The quantities specified in this Contract are estimates only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which WPS shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by WPS.

8.4 Delays and Delivery Failures

The Contractor must keep WPS advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to WPS. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by WPS, or should the Contractor fail to make timely replacement of rejected items/services when so required, WPS may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse WPS for all costs in excess of the Agreement price when purchases are made in the open market; or, in the transactions, an amount equal to the additional expense incurred by WPS as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

8.5 Safety Data Sheets

By law, WPS will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Safety Data Sheet (SDS) when received. The SDS will be reviewed by WPS, and if approved, the materials, product, or chemical can be used. IF the SDS is rejected, the Contractor must identify a substitute that will meet WPS's criteria for approval.

8.6 Safety

All Contractors and subcontractors performing services for WPS are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

8.7 Substitutions

NO substitutions, additions, or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Purchasing Agent. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless WPS agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by WPS at its sole discretion.

8.8 Condition of Items

All items shall be as required in the Scope of Services and General Requirements. Oral or unsigned written agreements to the contrary will not be recognized.

8.9 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times.

No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from WPS service who is convicted of a felony during his or her employment

WPS reserves the right to require immediate removal of any Contractor employee from WPS service it deems unfit for service for ANY reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, WPS may, from time to time, make inspections of the work performed under the Contract. Any inspection by WPS does not relieve the Contractor of any responsibility in meeting the Contract requirements.

Subcontractors who perform work under the Contract shall be responsible to the prime Contractor. The Contractor agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them.

8.10 Cleaning Up

The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all trash at the end of the day, or more frequently as may be required by WPS.

8.11 Ordering, Invoicing, and Payment

Invoices shall be based upon completion of tasks and deliverables. All such invoices will be paid promptly by WPS unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

All invoices shall be forwarded to the following address:

Winchester Public Schools
Attn: Finance Department
598 N. Kent St.
Winchester, VA 22601

8.12 Contractual Disputes

The Contractor shall give written notice to the Director of Operations of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The written claim shall be submitted to WPS no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Director shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

The Director's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to WPS Superintendent of Schools, or his designee. WPS Superintendent shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

8.13 Governing Law/Forum

This Contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, City of Winchester. Contractor expressly waives any objection to venue or jurisdiction of the Winchester City Circuit Court, Winchester, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Winchester City Circuit Court.

8.14 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an

agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:	**TO WPS:**
TBD	Andrea Jones Operations Specialist Winchester Public Schools 598 N. Kent St. Winchester, VA 22601

8.15 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to WPS. Therefore, except as required by law, the Contractor agrees that its employees will not:

A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.

B. Access or attempt to access information beyond their stated authorization.

C. Disclose to any other person, or allow any other person access to, any information related to WPS or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that WPS, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that WPS may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by WPS as

proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

8.16 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

8.17 Survival of Terms

Upon discharge of this Contract, Sections Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes of these Terms and Conditions continue and survive in full force and effect.

8.18 Non-Waiver

No waiver of any provision of this Contract shall constitute a waiver of any other provision nor shall any waiver of this Contract constitute a continuing waiver unless otherwise expressly provided.

8.19 Payment of Taxes

All Contractors located or owning property in Winchester shall assure that all real and personal property taxes are paid. WPS will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

8.20 Exemption from Taxes

Pursuant to VA Code §58.1-609.1, WPS is exempt from Virginia State Sales Tax or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge WPS for Virginia State Sales Tax or Use Tax or Federal Excise Tax on the finished goods or services provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in procuring the goods required by the Contract, including, but not limited to, taxes on materials purchased by the Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

8.21 Business, Professional, and Occupational License Requirement

All firms located or doing business in the City of Winchester are required to be licensed in accordance with the Winchester "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in Winchester are exempt from this requirement. Questions concerning the BPOL tax should be directed to the City of Winchester, Office of Commissioner of Revenue.

8.22 Price Escalation/De-Escalation

If work performed under this contract extends beyond one calendar year, rates are subject to escalation annually to reflect market conditions, not to exceed the annual percentage escalation included in the ENR-city average – Building Cost Index.

8.23 Hold Harmless

Bids/Proposal shall provide that during the term of the contract, including warranty period, for the successful bidder/offeror indemnifying, defending, and holding harmless WPS, its officers, employees, agent and representatives thereof from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement or patent or copyrights. This section shall survive the completion of the Contract. WPS is prohibited from indemnifying the Contractor and/or any other third parties.

8.24 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54. 1-1100 et seq. of the Code of Virginia) or the City of Winchester, the Contractor shall be duly licensed to perform the services required pursuant to this Contract.

8.25 Permits

It shall be the responsibility of the Contractor to comply with City ordinances by securing any necessary permits.

8.26 Termination

1. Termination for Convenience: WPS may terminate a contract, in whole or in part, whenever WPS determines that such termination is in the best interest of WPS, without showing cause, upon giving ten (10) days written notice to the vendor.

2. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, WPS may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of WPS. The vendor will be paid for work satisfactorily performed prior to termination.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

8.27 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

8.28 Faith-Based Organizations

WPS does not discriminate against Faith-Based Organizations.

8.29 Use of Contract by Other Public Bodies/Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, if applicable, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions, and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

A. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. Winchester Public Schools acts only as the

"Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on the consideration of your offer.

B. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).

C. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.

D. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

E. Winchester Public Schools **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

9.0 GENERAL TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following General Terms and Conditions. **These Terms and Conditions are not negotiable.**

A. **APPLICABLE LAWS AND COURTS**
B. **ANTI-DISCRIMINATION**
C. **ETHICS IN PUBLIC CONTRACTING**
D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**
E. **DEBARMENT STATUS**
F. **ANTITRUST**
G. **MANDATORY USE OF WPS FORM AND TERMS AND CONDITIONS**
H. **CLARIFICATION OF TERMS**
I. **PAYMENT**
J. **PRECEDENCE OF TERMS**
K. **QUALIFICATIONS OF BIDDERS/OFFERORS**
L. **TESTING AND INSPECTION**
M. **ASSIGNMENT OF CONTRACT**
N. **CHANGES TO THE CONTRACT**
O. **DEFAULT**
P. **TAXES**
Q. **USE OF BRAND NAMES**
R. **TRANSPORTATION AND PACKAGING**
S. **INSURANCE**
T. **ANNOUNCEMENT OF AWARD**
U. **DRUG-FREE WORKPLACE**
V. **NONDISCRIMINATION OF CONTRACTORS**
W. **AVAILABILITY OF FUNDS**
X. **BID PRICE CURRENCY**
Y. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**

A. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of this Agreement shall be resolved or otherwise litigated in the Circuit Court for the City of Winchester, Virginia. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute first through the WPS Director of Operations and by appeal to the Superintendent of WPS. The contractor shall comply with all applicable federal, state, and local laws, rules and regulations.

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

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

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

    a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

    b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

    c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, WPS may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction and payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

D. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over $10,000: By entering into a written contract with WPS, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and services for WPS, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

E. DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any School Board, City, Town, or County within the Commonwealth of Virginia from Submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the no-debarred vendor will be debarred for the same time period as the debarred vendor.

F. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to WPS all rights, title and interest in and to all causes of action it may now

have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by WPS under said contract.

G. MANDATORY USE OF WPS FORM AND TERMS AND CONDITIONS FOR IFBs and RFPs:

1. (For Invitation For Bids): Failure to submit a bid on the official WPS form provided for that purpose shall be cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, WPS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, WPS may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request For Proposals): Failure to submit a proposal on the official WPS form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however; WPS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

H. CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than ten (10) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

I. PAYMENT:

1. To Prime Contractor:

   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
   b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which department is being billed.
d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.
e. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia* § 2.2-4363 and -4364. Upon determining that the invoiced charges are not reasonable, WPS shall notify the contractor of defects or improprieties in the invoices within fifteen (15) days as required in *Code of Virginia* §2.2-4351. The provision of this section does not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* §2.2-4363).

2. To Subcontractors:

a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from WPS, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of WPS.

J. PRECEDENCE OF TERMS: The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF WPS FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between

any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

L. TESTING AND INSPECTION: WPS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

M. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of WPS.

N. CHANGES TO THE CONTRACT:

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

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract

2. WPS may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the WPS of the adjustment to be sought, and before proceeding to comply with the notice, shall await the WPS written decision affirming, modifying, or revoking the prior written notice. If WPS decides to issue

a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give WPS a credit for any savings. Said compensation shall be determined by one of the following methods:

(a) By mutual agreement between the parties in writing; or
(b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to WPS right to audit the contractor's records and/or to determine the correct number of units independently; or
(c) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present WPS with all vouchers and records of expenses incurred and savings realized. WPS shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to WPS within thirty (30) days from the date of receipt of the written order from WPS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by WPS or with the performance of the contract generally.

O. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, WPS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which WPS may have.

P. TAXES: Sales to WPS are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

Q. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, buy conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable WPS to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

R. TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number, commodity description, and quantity.

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

MINIMUM INSURANCE COVERAGES REQUIRED

Minimum insurance requirements and limits required for most contracts:

1. **Workers' Compensation** - Statutory requirements and benefits. Coverage is compulsory for employers of three (3) or more employees, to include the employer. Contractors who fail to notify WPS of increases in the number of employees that change their workers' compensation requirements under the

Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. **Employer's Liability** - $100,000.

3. **Commercial General Liability** - $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. WPS shall be added as an additional insured to the policy by endorsement.

4. **Automobile Liability** - $1,000,000 combined single limit (Required only if a motor vehicle not owned by WPS is to be used in the contract). Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service Limits	
Accounting	$1,000,000 per occurrence, $3,000,000 aggregate
Architecture	$2,000,000 per occurrence, $6,000,000 aggregate
Asbestos, Design, Inspection or Abatement Contractors	$1,000,000 per occurrence, $3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations)	$2,150,000 per occurrence, $4,250,000 aggregate

Limits increase each July 1 through fiscal year 2031 per code §8.01-581.15 of the *Code of Virginia*.

Insurance/Risk Management	$1,000,000 per occurrence, $3,000,000 aggregate
Landscape/Architecture	$1,000,000 per occurrence, $1,000,000 aggregate
Legal	$1,000,000 per occurrence, $5,000,000 aggregate
Professional Engineer	$2,000,000 per occurrence, $6,000,000 aggregate
Surveying	$1,000,000 per occurrence, $1,000,000 aggregate

T. ANNOUNCEMENT OF AWARD: Upon the award or announcement of the decision to award a contract as a result of this solicitation, WPS will publicly post such notice on WPS' website for a minimum of ten (10) days.

U. DRUG-FREE WORKPLACE: Applicable for all contracts over $10,000:
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, availability to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-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, 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.

V. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternate provider.

W. AVAILABILITY OF FUNDS: In the event that funds are not appropriated for this contract for any WPS fiscal year, the following WPS' current year, the contract shall terminate automatically as of the last day for which funds were appropriated without WPS providing written notice to the contractor prior to the date of termination. WPS shall not consider termination of the contract pursuant to this section default. Upon such termination, WPS shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

X. BID PRICE CURRENCY: Unless stated otherwise in this solicitation, bidders/offerors shall state bid/offer prices in US dollars.

Y. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:
A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business fails to remain in compliance with the provisions of this section.

10.0 BID SUBMISSION FORMS
INDEFINITE QUANTITY CONTRACT:
ROOFING

THE FIRM OF:

Address:_____

NOTICE TO BIDDERS: The following required documents shall be provided according to the contract terms and conditions contained herein.

NOTE: PRICING PAGE IS ATTACHMENT A AND MUST BE SUBMITTED WITH BID OR BID SHALL BE REJECTED

Failure to provide the following items with your bid may be cause for rejection of bid as non-responsive and/or responsible. It is the responsibility of the bidder to ensure that they have received all addenda and to include signed copies with their bid (7.29).

ITEM:	Included: (X)
1. Pricing Page (Attachment A)	_____
2. Proof of Authority to Transact Business in Virginia	_____
3. Minimum Qualification Documentation (sect. 4.0)	_____
4. References:	_____
5. Subcontractor Information if being used:	_____
6. W-9 Form (sect. 7.25):	_____
7. Certificate of Insurance (sect. 7.26):	_____
8. Addenda (sect. 7.29):	_____
9. Contractor Certification (sect. 7.31)	_____

Person to contact regarding this bid:_____

Title:_____

Phone:_____

Fax:_____

Email:_____

Name of person authorized to bid the Firm (7.8)_____

Signature:_____ Date:_____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the General Terms and Conditions as contained herein.

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by Winchester Public Schools the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A._____Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identfication Number issued to it by the SCC is _____.

B._____Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C._____Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):_____.

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Bidder/Offeror:_____

Authorized Signature:_____ Date:_____

Print or Type Name and Title:_____

References for:

Bidders shall provide references on this form.

1. Firm Name_____
   Contact:_____
   Title:_____
   Email:_____
   Mailing Address:_____
   Phone Number:_____
   Fax Number:_____
   Type of Service Provided:_____

2. Firm Name_____
   Contact:_____
   Title:_____
   Email:_____
   Mailing Address:_____
   Phone Number:_____
   Fax Number:_____
   Type of Service Provided:_____

3. Firm Name_____
   Contact:_____
   Title:_____
   Email:_____
   Mailing Address:_____
   Phone Number:_____
   Fax Number:_____
   Type of Service Provided:_____

WINCHESTER PUBLIC SCHOOLS
598 N. Kent Street
Winchester, VA 22601
540-667-4253

CERTIFICATION OF CONTRACTOR

Full Name of Contractor:_____

Description of Contract:_____

As required by Section 22.1-296.1 Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding this person.

Signature:_____**Date**:_____

_____

Printed Name and Title of Person Making Certification

Address:_____

_____

Phone:_____

Email:_____

Attachment A

WINCHESTER PUBLIC SCHOOLS
IFB 2027-27 INDEFINITE QUANTITY CONTRACT:
ROOFING

PRICING PAGE

Note: The following quantities are for the purpose of establishing pricing for evaluation purposes only. Actual projects will be compensated based on actual quantities of labor, materials, leased equipment, and subcontractor work authorized and performed, extended by the labor rates and percentage mark-ups identified on this pricing page. Labor rates are fully loaded billable rates and shall include all wages, fringe benefits, payroll taxes, overhead, profit, and other labor-related costs. Labor rates are in effect for the first year of the contract. If contract renewals are authorized by WPS, these rates may be adjusted once annually to reflect market conditions, not to exceed the annual percentage escalation included in the ENR 20-city average-Building Cost Index: wages $/HR.

All percentage Mark-Up entries shall be entered as whole numbers (e.g., 20 for 20%, 15 for 15%). Decimal entries (e.g., 0.20) shall not be used.

ROOF REPLACEMENTS:

(Hours x Rate per Hour = Extended Cost. Extended Cost shall equal Hours multiplied by Rate per Hour. Labor rates shall be fully loaded as defined in the Note at the beginning of the Pricing Page).

JOB CLASSIFICATION	HOURS		RATE/HR		EXTENDED
ROOFING SUPERVISOR	**20 HRS**	**x**	_____	**=**	$_____
ROOFING FOREMAN	**40 HRS**	**x**	_____	**=**	$_____
ROOFERS	**200 HRS**	**x**	_____	**=**	$_____
SHEET METAL SUPERVISOR	**16 HRS**	**x**	_____	**=**	$_____
SHEET METAL MECHANIC	**24 HRS**	**x**	_____	**=**	$_____

a. SUBTOTAL LABOR COSTS: **$**_____

(Subtotal Labor Costs shall equal the sum of all Extended Cost amounts for Roof Replacements Job classifications. The total shall be entered on line a.).

Attachment A - Continued

b. MATERIALS: $30,000 + ($30,000 x _____% Mark-Up) = $_____
(Example: If the Contractor's Mark-Up is 20%, the Total Materials Cost is $36,000. Enter the Total Materials Cost on line b.).

c. EQUIPMENT RENTAL: $3,000 + ($3,000 x _____% Mark-Up) = $_____
(Example: If the Contractor's Mark-Up is 20%, the Total Equipment Rental Cost is $3,600. Enter the Total Equipment Rental Cost on line c.).

d. SUBCONTRACTOR: $10,000 + ($10,000 x _____% Mark-Up) = $_____
(Example: If the Contractor's Mark-Up is 20%, the Total Subcontractor Cost is $12,000. Enter the Total Subcontractor Cost on line d.).

e. SUBTOTAL ROOF REPLACEMENTS (a + b + c + d)= $_____
(Add lines a. + b. + c. + d. together. The resulting total shall be entered on line e.).

ROOF REPAIRS:
(Hours x Rate per Hour = Extended Cost. Extended Cost shall equal Hours multiplied by Rate per Hour. Labor rates shall be fully loaded as defined in the Note at the beginning of the Pricing Page).

JOB CLASSIFICATION	HOURS		RATE/HR		EXTENDED
REPAIR FOREMAN	**8 HRS**	**x**	_____	**=**	$_____
REPAIR MECHANIC	**32 HRS**	**x**	_____	**=**	$_____

f. SUBTOTAL LABOR COSTS: $_____
(Subtotal Labor Costs shall equal the sum of all Extended Cost amounts for Roof Repairs Job classifications. The total shall be entered on line f.).

g. MATERIALS: $2,000 + ($2,000 x _____% Mark-Up) = $_____
(Example: If the Contractor's Mark-Up is 20%, the Total Materials Cost is $2,400. Enter the Total Materials Cost on line g.).

h. SUBTOTAL ROOF REPAIRS (f + g) = $_____
(Add lines f. and g. together. The resulting total shall be entered on line h.)

Attachment A – Continued

TOTAL BID AMOUNT (Line e + Line h) = **$**_____

(Add lines e. and h. together and enter the total on the Total Bid Amount line. This is the BASIS OF BID and shall be used solely for bid evaluation and contract award purposes. Actual compensation under the contract shall be based on Contractor's bid labor rates and percentage mark-ups applied to the actual quantities of labor, materials, leased equipment, and subcontractor work authorized and performed).

% MARK-UP ON LABOR FOR EMERGENCY WORK PER SECTION 6.2B
(Not included in Bid Evaluation or Basis of Bid. For Contract Administration purposes only under awarded Contract). **=** _____

_____ _____
Authorized Signature Date

_____
Company

Attachment B

WPS Buildings and Locations:

Central Administrative Office
598 N. Kent St.
Winchester, VA 22601

Operations Building
241 Beau St.
Winchester, VA 22601

John Handley High School
425 Handley Blvd.
Winchester, VA 22601

Daniel Morgan Middle School
48 S. Purcell St.
Winchester, VA 22601

Frederick Douglass Elementary School
100 Cedarmeade Ave.
Winchester, VA 22601

John Kerr Elementary School
427 Meadow Branch Ave.
Winchester, VA 22601

Quarles Elementary School
1310 S. Loudoun St.
Winchester, VA 22601

Virginia Avenue Charlotte Dehart Elementary School
550 Virginia Ave.
Winchester, VA 22601

Shihadeh Innovation Center
536 Jefferson St.
Winchester, VA 22601