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Dr. Kari Weston

Clerk of the Board  
Bonnie L. Gholson

*Dinwiddie County Public Schools*  
OFFICE OF THE SUPERINTENDENT

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**Request for Quote**

**RFQ # 20-052820-2**  
**Administer Drug and Alcohol Testing**

This procurement request is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

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Contact Information:

Brenda Austin  
Dinwiddie County School Board  
Procurement Officer  
Finance Department

14016 Boydton Plank Road  
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Dinwiddie, VA 23841

(804) 469-4190 Fax (804) 469-4197

Or

E-Mail: [baustin@dcpsnet.org](mailto:baustin@dcpsnet.org)

*Date Issued: May 28, 2020*  
*Deadline for e-mailed questions: June 8, 2020 @ 2:00 p.m.*  
*Date & Time of Closing: June 11, 2020 @ 2:00 p.m.*

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## **1.0 PURPOSE**

Dinwiddie County School Board (DCSB) is issuing this Request for Bid seeking qualified vendors to administer drug and alcohol testing for approximately 120 transportation employees (Bus Drivers). Interested qualified vendors are encouraged to submit their bid. Bids must be received by 2:00 pm Thursday, June 11, 2020, at which time they will be opened and recorded. Evaluation of bids will not take place at this time.

## **2.0 STATEMENT OF NEEDS**

Title 49 of the Code of Federal Regulations Part 382 requires drug and alcohol testing be administered to all employees who hold a Commercial Driver's License (CDL).

The purpose of the required drug testing is three-fold and will consist of:

- Pre-employment drug and alcohol testing to all bus drivers prior to the first time the driver performs any transportation functions for DCSB.
- Random drug testing to 50% and random alcohol testing to 10% of our bus drivers, performed 4 times per year.
- Post-accident drug and alcohol testing to employees.

All drug and alcohol testing will be pursuant to procedures set out in the federal regulations.

This bid proposal is being presented for one (1) year period beginning July 1, 2020 and ending June 30, 2021 with an option to renew for an additional four (4) fiscal years if mutually acceptable to both parties.

If bidder is also submitting a bid to administer employee physicals, (RFQ 20-052820-1), please note any discounts you may offer for combined services, if any, on Attachment B.

## **3.0 BIDDERS QUALIFICATIONS**

Must be licensed to administer FMCSA testing as detailed in 49 CFR Part 382.

## **4.0 DELIVERY INSTRUCTIONS**

Bids are due by **2:00 pm on Thursday, June 11, 2020.**

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

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

It is the responsibility of the Bidder/Offeror to ensure that their bid/proposal reaches the Finance Department prior to the date and time of closing. If you plan to hand deliver, please call the School Board Office at 804-469-4190 to ensure someone is here to take your bid/proposal. The School Board Office is closed on Friday.

In the event the Dinwiddie School Board Office is closed due to inclement weather, and/or an emergency situation(s), at the time set aside for the receipt of bids/proposals the receipt of bids/proposals will default to the next open business day at the same time.

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

## **5.0 GENERAL TERMS AND CONDITIONS**

### **5.1 ANNOUNCEMENT OF AWARD:**

Award will be made to the lowest responsible and responsive bidder. Upon the award or the announcement of the decision to award the Finance Department will inform, in writing, all the bidder(s) who submitted bids/proposals, of the decision.

### **5.2 ANTI-DISCRIMINATION:**

Dinwiddie County School Board does not discriminate against faith-based organizations. By submitting their bid, bidders certify to DCSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and *Section § 2.2-4311 of the Code of Virginia, Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*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 vendor agrees as follows:
  - a. The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The vendor agrees to post in conspicuous places,

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available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The vendor 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.

**5.3 ANTITRUST:**

By entering into a contract, the vendor conveys, sells, assigns, and transfers to Dinwiddie County School Board all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and Dinwiddie County School Board, relating to the particular goods or services purchased or acquired by Dinwiddie County School Board under said contract.

**5.4 APPLICABLE LAWS:**

This solicitation and any resulting contract (s) shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County of Dinwiddie, Virginia. The School Board and the contractor/vendor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia* , § 2.2-4366) . The Contractor/Vendor shall comply with all applicable federal, state and local laws, rules and regulations.

**5.5 AUDIT:**

The Contractor/Vendor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Dinwiddie County School Board, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**5.6 AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. The agreement will be contingent upon annual appropriations by the Dinwiddie County School Board. Failure of the Dinwiddie County School Board to appropriate adequate funds for the terms of this contract shall result in the immediate cancellation of this contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

**5.7 BID ACCEPTANCE PERIOD:**

Any bid in response to this solicitation shall be valid for thirty (30) days. At the end of the thirty (30) days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**5.8 CHANGES TO THE CONTRACT:**

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

- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. Dinwiddie County School Board may order changes within the general scope of the contract at any time by written notice to the vendor. 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 vendor shall comply with the notice upon receipt. The vendor shall be compensated for any additional costs incurred as the result of such order and shall give Dinwiddie County School Board a credit for any savings. Said compensation shall be determined by one of the following methods:
  1. By mutual agreement between the parties in writing; or
  2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the vendor accounts for the number of units of work performed, subject to Dinwiddie County School Board right to audit the vendor's records and/or to determine the correct number of units independently.

**5.9 CLARIFICATION OF TERMS:**

If any prospective bidder has questions about any specifications or other solicitation documents, the prospective bidder should contact **Brenda Austin, Purchasing Agent** at [baustin@dcpsnet.org](mailto:baustin@dcpsnet.org) in writing by email no later than Monday **June 8, 2020 by 2:00 pm**. Any revisions to the solicitation will be made only by addendum and issued by the buyer.

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

**5.10 COOPERATIVE PROCUREMENT:**

This solicitation is being conducted under the provisions of 2.2-4304 of *Virginia Public Procurement Act (VPPA)*, "Cooperative Procurement", as stated, a public body may purchase from another body's contract even if it did not participate in the Request for

Proposal (RFP); Request for Bid (RFB), or Request for Quote if the RFP, RFB or RFQ specified that the procurement was being conducted on behalf of other public bodies. If authorized by the Offeror(s), the resultant contract(s) may be extended to any jurisdiction within the central area of the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s)/Vendor (s). Dinwiddie County School Board (Dinwiddie, Virginia) acts as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor's/Vendor's responsibility to notify the jurisdictions of the availability of contract(s). Bidder/Offeror desiring to offer to other jurisdictions under this clause shall so indicate in their response.

Upon mutual agreement, any contract resulting from this RFQ may be extended to all Public Bodies and their agencies.

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

The Contractor/Vendor guarantees to hold Dinwiddie County School Board, its agents, officers or employees, harmless from liability of any nature or kind, for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor/Vendor is not the patentee, assignee or licensee.

#### **5.12 DEFAULT:**

In the event of default/failure by the Contractor/Vendor, to deliver goods or services in accordance with the contract terms and conditions, Dinwiddie County School Board, after due oral or written notice, may procure the commodities and/or services from other sources and hold the Contractor/Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Dinwiddie County School Board may have. If, however, the Contractor/Vendor is in default for not providing specified commodities and public necessity requires use of commodities not conforming to the specifications, they may be accepted, at DCSB's option, and payment therefore shall be made at a proper reduction in price.

#### **5.13 DELIVERY DATE (S):**

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

#### **5.14 DISCOUNTS:**

Cash discounts may be offered by Bidder/Offeror for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie quotations. The discount period will be computed from the date delivery at destination is accepted by School Board and/or completion is accepted by School Board or from date correct invoice is received by School Board, whichever is the later date.

**5.15 DRUG & ALCOHOL-FREE WORKPLACE:**

During the performance of this contract, the Contractor/Vendor agrees to (i) provide a drug & alcohol-free workplace for the Contractor's/Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, marijuana or alcohol is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Vendor that the Contractor/Vendor maintains a drug & alcohol-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug & alcohol-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Vendor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract. (*Code of Virginia § 2.2-4312*).

**5.16 DUE DATE:**

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

**5.17 EQUIPMENT/PRODUCTS:**

Any equipment/products delivered must be standard new equipment/products of the latest model, except as otherwise specifically stated in bid/proposal. Where any part or nominal appurtenances of equipment/product is not described, it shall be understood that all equipment/products and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

**5.18 ETHICS IN PUBLIC CONTRACTING:**

By submitting their bid or proposal, Bidders/Offerors certify that their quotes 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 quote, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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



By his/her signature on the bid/proposal documents submitted, each Bidder/Offeror attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder/Offeror, or themselves, to obtain information that would give the Bidder/Offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Bidder/Offeror, or itself, to gain any favoritism in the award of this solicitation.

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

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

**5.20 INSURANCE:**

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

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Vendors who fail to notify the School Board of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "Dinwiddie County School Board" of Dinwiddie, VA, must be named as Certificate Holder and "The Dinwiddie County School Board its elected and appointed officials, officers, consultants, agents and employees, and affiliates or subsidiary boards shall be named as additional insured on a primary basis and so endorsed on the policy.
- D. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- E. Professional Liability - \$1,000,000 per occurrence

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F. Umbrella Liability - \$1,000,000 per occurrence

**FAILURE TO COMPLY WITH THE ABOVE INSURANCE REQUIREMENTS  
WILL BE CONSIDERED GROUNDS FOR CANCELLATION OF CONTRACT.**

**5.21 NONDISCRIMINATION OF VENDORS:**

A Bidder/Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, status as a service disable veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor/Vendor.

Dinwiddie County School Board does not discriminate against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**5.22 OWNERSHIP OF DOCUMENTS:**

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

**5.23 PAYMENT:**

**5.23.1 To Prime Vendor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor/Vendor 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 vendors) or the federal employer identification number (for proprietorships, partnerships, and corporations). A completed W-9 Form must be submitted before any payment is made.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. 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/Vendor at the contract price, regardless of which public agency 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, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 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, Contractor/Vendor should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Dinwiddie County School Board shall promptly notify the vendor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor/Vendor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve Dinwiddie County School Board of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

**5.23.2 To Subcontractor(s):**

- a. Within seven (7) days of the Contractor's/Vendor's receipt of payment from Dinwiddie County School Board for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
  1. To pay the subcontractor(s); or
  2. To notify the School Board and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

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

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

All bids/proposals must be submitted in accordance with the form enclosed or on company letterhead in the same format. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder/offeror may attach a letter which will be made a part of the bid/proposal. Verbal bids/proposals will not be accepted.

All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed in ink by the person signing the quotation. Bids/Proposals must show cost per employee for On-Site (Transportation Bldg, 11020 Courthouse Road, Dinwiddie VA 23841) Testing and Off-Site (Your Location) Testing as well as other information requested on price sheets.

Bids/Proposals must give the full business address of the Bidder/Offeror and be signed by him/her with his/her usual signature. Bids/Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the Bidder/Offeror of the individual signing. When requested by Dinwiddie County School Board, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

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

#### **5.25 PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the bidder or offeror must invoke the protection of § 2.2-4342F of the

*Code of Virginia*, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The classification of an entire bid or proposal document, line item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder or offeror refuses to withdraw an entire classification designation, the bid will be considered nonresponsive or the proposal will be rejected. Failure to comply with these steps shall result in loss of the Bidders/Offerors FOIA exemption.

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

#### **5.26 QUALIFICATIONS OF BIDDERS:**

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

#### **5.27 RECEIPT AND OPENING OF BIDS/PROPOSALS:**

- A. It is the responsibility of the Bidder/Offeror to assure that his/her bid/proposal is delivered to the place designated for receipt of Bids/Proposals and prior to the time set for receipt of Bids/Proposals. Bids/Proposals received after the time designated for receipt of Bids/Proposals will not be considered.
- B. The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of Bids/Proposals received.
- C. Acceptance of a Bid/Proposal by the School Board is not an order to ship or to begin work. Each Bid/Proposal is received with the understanding that the acceptance in writing by the School Board of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder/Offeror and the School Board, which shall bind the Bidder/Offeror on his part to furnish and deliver the items quoted on at the prices

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stated and in accordance with the conditions of said accepted bid/proposal; and the School Board on its part to order from such Bidder/Offeror, if funding is appropriated, except for causes beyond reasonable control; and to pay for, at the agreed prices, all items specified, ordered, and delivered

**5.28 SAMPLES:**

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

**5.29 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

In order to contract with Dinwiddie County School Board, Contractors/Vendors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a Bidder/Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid/proposal the identification number issued to it by the State Corporation Commission. Any Bidder/Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid/proposal a statement describing why the Bidder/Offeror is not required to be so authorized. Any Bidder/Offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the Purchasing Agent. Any business entity as described above that enters into a contract with a public body pursuant to § 2.2-4311.2 of the Code of Virginia shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the contract. Dinwiddie County School Board may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

**5.30 SUBSTITUTIONS:**

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders/Offerors to the manufacturer, brand, make or catalog designation identified. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which quotations are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified and must have an equal warranty. In submitting bids/proposals on a commodity other than as specified, Bidder/Offeror shall furnish complete data and identification with respect to the alternate commodity he/she proposes to furnish. Consideration will be given to bids/proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the School Board. If the Bidder/Offeror does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the Bidder/Offeror proposes to furnish the exact commodity specified in the item description.

**5.31 TAXES:**

Sales to the School Board are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the School Board of Dinwiddie on materials and supplies that are installed by a Contractor/Vendor and become a part of real property. Contractors/Vendors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a quotation.

**5.32 TERMINATION BY OWNER FOR CONVENIENCE:**

- A. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the vendor thirty (30) days written notice of such termination. Upon such termination, the vendor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the vendor shall take such steps as owner may require assigning to the owner the Contractor/Vendor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the vendor shall receive as full compensation for termination and assignment the following:
1. All amounts then otherwise due under the terms of this contract,
  2. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
  3. Reasonable compensation for the actual cost of demobilization incurred by the Contractor/Vendor as a direct result of such termination. The Contractor/Vendor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the vendor of any nature.
- B. In no event shall termination for the convenience of the owner terminate the obligations of the Contractor's/Vendor's surety on its payment and performance bonds.

**5.33 TESTING AND INSPECTION:**

All products and services provided shall be in compliance/accordance with all applicable federal, state and local laws and regulations. The Contractor/Vendor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor/Vendor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the School Board by any other clause of this solicitation. The School Board reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the

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specifications and/or meet the needs of the School Board. The School Board's decision of approval or disapproval of a proposed product shall be final.

**5.34 WITHDRAWAL OR MODIFICATION OF QUOTES:**

Bids/Proposals may be withdrawn or modified by written notice received from bidders/offerors prior to the deadline fixed for bid/proposal receipt. The withdrawal or modification may be made by the person signing the bid/proposal or by an individual(s) who is authorized by him/her on the face of the bid/proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

**6.0 METHOD OF PAYMENT**

The Contractor/Vendor shall submit an itemized invoice to Dinwiddie County School Board, Post Office Box 7, Dinwiddie, Virginia 23841, Attention: Edward Tucker, Director of Transportation. Payment will be issued within 30 days after receipt of a valid invoice.

**7.0 ATTACHMENTS**

Attachment A - Virginia State Corporation Commission Registration Information  
Attachment B – Signature Sheet  
Attachment C – Certification of Vendor  
Attachment D - References



## **ATTACHMENT A - STATE CORPORATION COMMISSION FORM**

### **Virginia State Corporation Commission (SCC) registration information - The bidder:**

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

**-OR-**

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

**-OR-**

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

**-OR-**

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

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

**ATTACHMENT B – SIGNATURE SHEET**

**REQUEST FOR BIDS  
RFQ NAME: EMPLOYEE PHYSICALS  
RFQ NUMBER: 20-052820-2**

**ISSUE DATE: 05/28/2020**

**DUE DATE/TIME: 06/11/2020, 2:00 pm**

By Hand, U.S. Mail, Fax or Email, please quote ON THIS SHEET or your attached letterhead your best price as specified below. PLEASE DO NOT FAIL TO SIGN AND DATE YOUR QUOTATION. Send additional data or illustrations if necessary.

Issued by: Brenda Austin

Telephone: 804-469-4190

FAX (24 Hours a day): 804-469-4197

Email: baustin@dcpsnet.org

Description: Administer Drug and Alcohol Testing to Bus Drivers and other employees with Commercial Drivers Licenses.

A bidder shall submit firm, fixed, all-inclusive prices that include but are not limited to all applicable expenses.

Dinwiddie County School Board (DCSB) estimates 120 employees are employed as bus drivers. Other testing will be conducted on an “as needed” basis for other DCSB departments.

Can your firm comply with random checking on-site at DCPS?  Yes  No

To comply with the substance abuse testing part of the law, DCSB wants at least 50% of the Bus Drivers randomly tested on an annual basis, with one random test being scheduled and occurring each quarter.

On-site Testing (DCSB Transportation) Pre-employment	Cost Per Employee \$
On-site Testing (DCSB Transportation) Random Drug Screen	Cost Per Employee \$
Off-Site Testing (Your Location) Pre-employment	Cost Per Employee \$
Off-site Testing (Your Location) Random Drug Screen	Cost Per Employee \$
Off-site Testing (Your Location) Post Accident (Office Hours)	Cost Per Employee \$
Off-site Testing (Your Location) Post Accident (After Hours)	Cost Per Employee \$

To comply with the alcohol testing part of the law, DCPS wants at least 10% of the Bus Drivers tested on an annual basis with one random test being scheduled and occurring each quarter.

On-Site Testing (DCSB Transportation) Random Alcohol Screen	Cost Per Employee \$
On-Site Testing (Your Location) Random Alcohol Screen	Cost Per Employee \$
Off-site Testing (Your Location) Post Accident (Office Hours)	Cost Per Employee \$
Off-site Testing (Your Location) Post Accident (After Hours)	Cost Per Employee \$

What is the normal wait time to receive services? \_\_\_\_\_minutes

Charges for additional services, if any \_\_\_\_\_  
\_\_\_\_\_

Discounts for additional and/or combined services, if any \_\_\_\_\_  
\_\_\_\_\_

Location of facilities for Off Site Exams:  
\_\_\_\_\_  
\_\_\_\_\_

Hours of Operation: \_\_\_\_\_

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

Payment Terms: \_\_\_\_\_ Federal Tax ID#: \_\_\_\_\_

Name of firm: \_\_\_\_\_ Phone #: \_\_\_\_\_

By (signature): \_\_\_\_\_ Fax #: \_\_\_\_\_

Type/Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ATTACHMENT C - CERTIFICATION OF VENDOR**

Full Name of Vendor \_\_\_\_\_

As required by § 22.1-296.1 of *the Code of Virginia*, the undersigned hereby certifies as follows:

- (i) That I (**and all persons** who will provide such services) have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. I further understand that if I make a materially false statement regarding any of the above offenses,

I will be guilty of a Class 1 misdemeanor.

Date \_\_\_\_\_

Signature of Contractor/Vendor

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**ATTACHMENT D - REFERENCES**

Bidders/Offerors shall supply three (3) references of the same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses, and phone numbers of Owners. Bidders/Offerors shall only indicate references they have worked within the past five (5) years.

**Reference #1**

Name of County, City, Agency or Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact with Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Types of services provided: \_\_\_\_\_  
Contract Dates: From \_\_\_\_\_ To \_\_\_\_\_

**Reference #2**

Name of County, City, Agency or Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact with Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Types of services provided: \_\_\_\_\_  
Contract Dates: From \_\_\_\_\_ To \_\_\_\_\_

**Reference #3**

Name of County, City, Agency or Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact with Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Types of services provided: \_\_\_\_\_  
Contract Dates: From \_\_\_\_\_ To \_\_\_\_\_