

School Board Members
Mary M. Benjamin
Betty T. Haney
Sherilyn H. Merritt
Barbara T. Pittman
Jerry W. Schnepf, Jr.



Superintendent
Dr. Kari Weston

Clerk of the Board
Bonnie L. Gholson

Dinwiddie County Public Schools
OFFICE OF THE SUPERINTENDENT

Request for Proposal

RFP # 21-060821

Comprehensive Classification and Compensation Plan

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

Contact Information:

Christie Fleming
Dinwiddie County Public Schools
Procurement Officer
Finance Department

14016 Boydton Plank Road
P.O. Box 7
Dinwiddie, VA 23841

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

Or

E-Mail: cfleming@dcpsnet.org

Date Issued: June 08, 2021

Deadline for e-mailed questions: Thursday, June 17, 2021 @ 02:00 p.m.

Date & Time of Closing: Monday, June 28, 2021 @ 0200 p.m.

1.0	PURPOSE	3
2.0	MISSION STATEMENT	3
3.0	OVERVIEW	3
4.0	BACKGROUND	3
5.0	STATEMENT OF NEEDS	4
5.1	OFFEROR’S RESPONSIBILITIES	4
5.2	SCHOOL BOARD RESPONSIBILITIES	5
6.0	PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS	5
6.1	GENERAL INSTRUCTIONS	5
6.2	SPECIFIC PROPOSAL INSTRUCTIONS	8
7.0	ACCEPTANCE OF PROPOSALS / AWARD OF CONTRACT	8
7.1	QUALIFICATIONS OF OFFERORS	8
7.2	IDENTIFICATION OF PROPOSAL ENVELOPE	9
7.3	CLARIFICATION OF TERMS	9
7.4	WITHDRAWAL OR MODIFICATION OF PROPOSALS	10
7.5	RECEIPT AND OPENING OF PROPOSALS	10
7.6	EVALUATION CRITERIA	10
7.7	NEGOTIATIONS	10
7.8	ANNOUNCEMENT OF AWARD	11
7.9	NOTICE TO PROCEED	11
7.10	CONTRACT DOCUMENTS	11
8.0	REPORTING AND DELIVERY INSTRUCTIONS	11
9.0	INVOICES & PAYMENTS	12
9.1	INVOICES	12
9.2	EXTRA CHARGES NOT ALLOWED	12
9.3	PAYMENT	12
10.0	GENERAL TERMS AND CONDITIONS	12
10.1	ANNOUNCEMENT OF AWARD:	12
10.2	ANTI-DISCRIMINATION	12
10.3	ANTITRUST	13
10.4	APPLICABLE LAWS:	13
10.5	AUDIT:	13
10.6	AVAILABILITY OF FUNDS:	14
10.7	BID ACCEPTANCE PERIOD:.....	14
10.8	CHANGES TO THE CONTRACT:	14
10.9	CLARIFICATION OF TERMS:	14
10.10	COPYRIGHTS/PATENTS, ETC.	15
10.11	COOPERATIVE PROCUREMENT	15
10.12	DEFAULT	15
10.13	DELIVERY DATE (S):	16

10.14	DISCOUNTS:	16
10.15	DRUG & ALCOHOL-FREE WORKPLACE	16
10.16	DUE DATE	16
10.17	EQUIPMENT/PRODUCTS	17
10.18	ETHICS IN PUBLIC CONTRACTING:	17
10.19	IMMIGRATION REFORM AND CONTROL ACT OF 1986:	17
10.20	INSURANCE:	17
10.21	NONDISCRIMINATION OF CONTRACTORS:	18
10.22	OWNERSHIP OF DOCUMENTS:	18
10.22.1	To Prime Contractor	19
10.22.2	To Subcontractor(s)	20
10.23	PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:	20
10.24	PROPRIETARY INFORMATION	21
10.25	QUALIFICATIONS OF OFFERORS	21
10.26	RECEIPT AND OPENING OF PROPOSALS:	22
10.27	SAMPLES:	22
10.28	STATE CORPORATION COMMISSION IDENTIFICATION NUMBER	22
10.29	SUBSTITUTIONS:	23
10.30	TAXES	23
10.31	TERMINATION BY OWNER FOR CONVENIENCE:	23
10.32	TESTING AND INSPECTION:	24
10.33	WITHDRAWAL OR MODIFICATION OF BIDS / PROPOSALS:	24
11.0	SPECIAL TERMS AND CONDITIONS	24
11.1	AWARD OF CONTRACT:	24
11.2	CONFIDENTIALITY (CONTRACTOR):	25
11.3	NO CONTACT POLICY	25
11.4	RFP QUESTIONS	25
12.0	DELIVERY INSTRUCTIONS	26
13.0	ANTICIPATED SCHEDULE	26
14.0	ATTACHMENTS	27
	ATTACHMENT A - STATE CORPORATION COMMISSION FORM	28
	ATTACHMENT B – SIGNATURE SHEET	29
	ATTACHMENT C - CERTIFICATION OF CONTRACTOR	30
	ATTACHMENT D - REFERENCES	31

1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Offerors to develop an updated comprehensive classification and compensation plan for Dinwiddie County Public Schools.

If you are an individual with a disability and require a reasonable accommodation, please notify Christie Fleming at **(804) 469-4190**, at least three working days prior to the date due

Proposals, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.

Nothing herein is intended to exclude any qualified responsible vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible qualified vendors are encouraged to submit proposals.

2.0 MISSION STATEMENT

The mission of the Dinwiddie County School Board is to provide each student the opportunity to become a productive citizen, engaging the entire community in the educational needs of our children.

3.0 OVERVIEW

Dinwiddie County is located in south central Virginia approximately forty miles south of Richmond with a population of 28,459. Dinwiddie County covers 507 square miles. The School System is the Fourth largest employer in Dinwiddie County. DCPS provides educational services to approximately 4,400 students in preschool through grade 12 who are served in five elementary schools, one middle school, one high school, and one alternative learning center

4.0 BACKGROUND

Dinwiddie County Public Schools currently has approximately 675 employees. We have 627 full-time and 48 part-time employees that consist of teachers, principals, paraprofessionals, clerical, administrative, other professional staff, as well as transportation and nutrition staff. Positions that are part of our current UPP Scale are to be included in this study. It is necessary to complete a classification review of each position. We currently have thirty (30) job classification grades. Some position classifications have multiple employees in them.

In 2008, the County contracted with a consultant to perform a classification and compensation study, which was never implemented due to the recession. In 2018, a compensation only review was completed by the same consultant. Since the current classifications were implemented over 2018 and 2019, many of the positions evaluated at that time have been reviewed and updated. New positions have been created and

incorporated into the plan. Since the plan was adopted, there has been progression of individual employee salaries with the exception of Fiscal Year 2021.

5.0 STATEMENT OF NEEDS

Dinwiddie County School Board is seeking proposals from qualified Offerors to develop an updated comprehensive, objective classification and compensation plan that allows the School Division to:

- Attract and retain qualified employees;
- Ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together;
- Provide salaries commensurate with assigned duties;
- Provide recognizable compensation growth
- Maintain a competitive position with other comparable school divisions, entities and private
- employers within the same geographic areas.

5.1 Offeror's Responsibilities

The offeror shall complete the following, at minimum, in the development of the studies:

A. Classification Study

1. Conduct interviews and/or job audits as appropriate. Interviews and/or job audits may be conducted individually or in groups based upon position.
2. Update job descriptions to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications (education/experience and knowledge/skills/abilities), working conditions (physical demands, work environment, and travel requirements), and certification/licenses/registrations requirements for classification as needed.
3. Identify Fair Labor Standards Act (FLSA) status (exempt/non-exempt) of **each** position.
4. Present proposed recommendations to the Division's Senior Leadership team for review prior to making final classification determinations.
5. Finalize class specifications and recommend appropriate classification for each position
6. Submit recommendations for appropriate implementation measures
7. Provide a straightforward, easily understood, plan and maintenance system that Human Resources will use to keep the classification system current and equitable. The classification system should be provided in electronic format.
8. Conduct a comprehensive training program for Senior Leadership to ensure they understand and can explain.

B. Compensation Study

1. Review current compensation plan (salary grade levels and steps) and understand current challenges
2. Work with the Division's Senior Leadership team to identify comparable labor markets including private and public sector employers for compensation survey
3. Develop and conduct a comprehensive compensation survey to include stipends (Instructional and coaching) and degree supplements and make recommendations.
4. Recommend appropriate salary range for each position and appropriate salary for each employee based on the survey results, internal relationships, and equality, prepare a new salary structure based on the results of the survey and best practices.
5. Recommend implementation strategies including calculating the cost of implementing the plan.
6. Make recommendations and provide implementation strategies related to other key compensation practices based on market demands, including pay for performance, skill pay, special assignment pay, certification pay, bilingual pay, promotional pay, and acting assignment pay.
7. Provide system documentation and computer formats/software to administer compensation plan.
8. Provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan.
9. Provide a Longevity plan for all positions including the teacher scale.
10. Provide recommendations for substitute salaries that are comparable with other locations.

5.2 School Board Responsibilities

Dinwiddie County School Board will provide copies of all pay ranges, job classifications, and any other available information requested that may be required to complete the study.

6.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

6.1 General Instructions

- A. In order to be considered for selection, offerors must submit a complete response to this RFP. A total of four (4) copies to include one unbound original, and three (3) bound complete copies of the proposals, in a sealed envelope/package, shall be received at and until June 28, 2021, at 02.00 pm (local prevailing time), in the Dinwiddie County School Board Office at 14016 Boydton Plank Road, Dinwiddie, VA 23841. No faxed or emailed proposals will be accepted. It is the responsibility of the offeror to insure that its proposal is received in the purchasing office by the above date and time. Any proposal received after the above time and/or date will be returned to the offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked "**RFP #21-060821 Comprehensive**

Classification and Compensation Plan" on the outside of the envelope/package. The offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed request for proposal, no information regarding the contents of the proposal or the identity of the offerors will be discussed until after the negotiation process.

- B. All information requested should be submitted. Failure to submit all information requested may result in the School Board requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the School Board.
- C. Proposals shall be signed by an authorized representative of the offeror. Proposals must give the full business address of the Offeror and be signed by him/her with his/her usual signature. Bids 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 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, vice 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 by a person who affixes to the signature the word "President", "Vice President", "Secretary", "Agent" or other designation without disclosing the principal, may be held to be the bid of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.
- D. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- E. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this

manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- F. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- G. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- H. Ownership of all data, materials, and documentation originated and prepared for the School Board pursuant to the RFP shall belong exclusively to Dinwiddie County School Board and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2-2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
- I. All proposals must be received at the proper location listed in this RFP and by the deadline time (Local Time Prevailing). Any proposals received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined solely by Dinwiddie County School Board
- Dinwiddie County School Board is not responsible for any delay in delivery by USPS, UPS, FedEx or other delivery services. It is the responsibility of the offeror to see that proposals are received on time and in the proper location.
- J. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the School Board Evaluation Committee. This provides an opportunity for the offeror to clarify or

elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The School Board will schedule the time and location of these presentations. Oral presentations are an option of the School Board and may or may not be conducted.

- K. The Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. It is the responsibility of the offeror to ensure that their proposals reach the appropriate office prior to the closing time on the proposal.

6.2 Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so that the School Board may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal. Failure by Offeror to provide the information shall render the proposal non-responsive.

- A. Return all the attachments signed and filled out as required.
- B. A written narrative statement to include.
1. Brief description of the company and services it provides
 2. Experience and qualifications of the company.
 3. Names, qualifications and experience of personnel to be assigned to the project.
 4. Statement that the company understands the work required and the expectations of the School Board
 5. Plan or methodology to be used to perform the services
 6. Proposed timeline for completion of the project
 7. Cost estimate with suggested payment plan based on contract milestones.
 8. List of recent (within the past 2 years) projects completed that are similar in size and complexity as Dinwiddie School Board. Please include key contact names, phone number, and email addresses.

7.0 ACCEPTANCE OF PROPOSALS / AWARD OF CONTRACT

7.1 Qualifications of Offerors

The Offeror shall have the following qualifications in order to be considered:

- Have satisfactory work experience of similar size and complexity or larger

During the evaluation process, the School Board may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offerer(s) to perform the services/furnish the goods and the Offeror(s) shall furnish the School Board all such information and data for this purpose as may be requested. The School Board reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The School Board further reserves the right to reject any bid if the evidence submitted by,

or investigations of, such Offeror fails to satisfy the School Board that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

Dinwiddie County School Board reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the evaluation committee can properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm. Dinwiddie County Public Schools reserves the right to award to multiple Offerors.

7.2 Identification of Proposal Envelope

The complete and signed proposal must be returned in an envelope or package, sealed and identified as follows:

- Name and Address of Offeror
- Due Date - June 28, 2021 at 2 p.m.
- RFP Number – RFP #21-060821
- RFP Title – Comprehensive Classification and Compensation Study

The envelope should be addressed to:

Attn: Christie Fleming
Dinwiddie County School Board
14016 Boydton Plank Road
P.O. Drawer 7
Dinwiddie, VA 23841.

If a proposal is not marked with the above information, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. If using FedEx, UPS or other direct shipping company, use the street address. If mailing with the United States Postal Service you may use the P.O. Box. Dinwiddie County School Board is not responsible for any delay in delivery by USPS, UPS, FedEx or other delivery services. It is the responsibility of the offeror to see that proposals are received on time and in the proper location.

7.3 Clarification of Terms

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact Christie Fleming, cflaming@dcpsnet.org **by e-mail no later than 2:00 p.m. Thursday, June 17, 2021.** **Please reference RFP #21-060821 in the subject line.** Any revisions to the solicitation will be made only by written addendum issued which shall be posted on the School Board website's Purchasing Page at <http://www.dinwiddie.k12.va.us/Departments-Finance-Purchasing-Current-Solicitations>.

7.4 Withdrawal or Modification of Proposals

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

7.5 Receipt and Opening of Proposals

It is the responsibility of the Offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered or opened.

The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received

In the event the School Board Office is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the receipt of proposals, the receipt of proposals date will default to the next open business day at the same time

7.6 Evaluation Criteria

The Criteria below will be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for interviews and/or potential negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- Specific plan or methodology to be used to perform the services
- Experience and qualifications of company and personnel assigned to project
- Proposed timeline for completion
- Cost Estimate
- Responsiveness and completeness of the proposal
- References

The School Board reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award a contract deemed to be in the School Board's best interest. It is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, §2.2-4359D).

7.7 Negotiations

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price

shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the School Board shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. The School Board may cancel this Request for Proposal or reject proposals at any time prior to the award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the School Board determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

7.8 Announcement of Award

Following the award of a contract(s) or decision to award a contract(s), the School Board will announce such award of a contract or decision to award a contract on the Division website at <http://www.dinwiddie.k12.va.us/Departments-Finance-Purchasing-Current-Solicitations>. Subject to the provisions of *Code of Virginia Section 2.2-4360*, any offeror who desires to protest the award of a contract(s) or decision to award a contract(s) shall submit such protest in writing to the attention of Brenda Austin, 14016 Boydton Plank Rd, P O Drawer 7, Dinwiddie VA 23841 (baustin@dcpnet.org) no later than ten (10) days after the announcement of the award of a contract(s) or the decision to award a contract(s), whichever occurs first. Such protest shall be clearly identified as a protest and shall include the basis for the protest and the relief sought.

7.9 Notice to Proceed

No work shall be performed under this contract until the chosen Vendor has been contacted by the Project Manager or such person or persons as authorized by the School Board. A list of authorized personnel will be provided to the successful Vendor. Any and all work performed without such approval shall be considered to be unauthorized work, will not be compensated for, and may be considered grounds for cancellation of contract.

7.10 Contract Documents

The contract entered into by the parties shall consist of the Request for Proposals, the proposal submitted by the Offeror; General Terms and Conditions, the Special Terms and Conditions; the specifications; the scope of services; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the Contract Documents.

All time limits stated in the Contract Documents, including but not limited to the time for completion of the work, are of the essence of the contract.

8.0 REPORTING AND DELIVERY INSTRUCTIONS

Once a contract has been awarded, all communication and documentation for the project shall be directly to the Project Manager: Emily Branch, Director of Human

Resources, Dinwiddie County School Board, 14016 Boydton Plank Road, Dinwiddie, VA 23841, (804) 469-4190, email ebranch@dcpsnet.org

9.0 INVOICES & PAYMENTS

9.1 Invoices

Invoices will be received based on a negotiated timeline. All invoices are to be sent to the Project Manager: Emily Branch, Director of Human Resources, Dinwiddie County School Board, 14016 Boydton Plank Road, Dinwiddie, VA 23841, or emailed to ebranch@dcpsnet.org

9.2 Extra Charges not Allowed

The prices shall be for completion of requested services, ready for the School Board's and the public's use, and shall include all applicable labor, supervision, equipment, installation tools, materials, permits, inspection fees, freight, shipping, handling, travel, mileage, insurance, bonds, expenses, overhead, profit, discount and all else necessary as specified herein; extra charges will not be allowed unless specifically approved in writing by the School Board.

9.3 Payment

Payment will be made within thirty (30) days after receipt of accurate invoice detailing the services performed during the previous month.

10.0 GENERAL TERMS AND CONDITIONS

10.1 ANNOUNCEMENT OF AWARD:

Award will be made to the lowest responsible and responsive Offeror. Upon the award or the announcement of the decision to award a contract the Finance Department will inform in writing, for the offeror(s) who submitted proposals, of the decision.

10.2 ANTI-DISCRIMINATION:

Dinwiddie County Public Schools does not discriminate against faith-based organizations. By submitting their proposals, offerors certify to DCPS 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 § 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 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, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of #1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

10.3 ANTITRUST:

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

10.4 APPLICABLE LAWS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Dinwiddie County Public Schools. The agency and the contractor 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 shall comply with all applicable federal, state and local laws, rules and regulations.

10.5 AUDIT:

The contractor 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 Public Schools,

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.

10.6 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.

10.7 BID ACCEPTANCE PERIOD:

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

10.8 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 Public Schools may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Dinwiddie County Public Schools a credit for any savings. Said compensation shall be determined by one of the following methods:
 - 1. By mutual agreement between the parties in writing; or
 - 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to Dinwiddie County Public Schools right to audit the contractor's records and/or to determine the correct number of units independently; or

10.9 CLARIFICATION OF TERMS:

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact Christie Fleming, cflaming@dcpnsnet.org,

in writing by email no later than **Thursday, June 17, 2021 by 2:00 pm. Please reference RFP #21-060821 in the subject line.** Any revisions to the solicitation will be made only by addendum and issued by the buyer.

Contact initiated by an offeror 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.

10.10 COPYRIGHTS/PATENTS, ETC.:

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

10.11 COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Request for Proposal is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to Dinwiddie County Public Schools, may be extended to other public agencies or bodies in the Commonwealth of Virginia, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

Dinwiddie County Public Schools shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

10.12 DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, Dinwiddie County Public Schools, 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 Dinwiddie County Public Schools 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 DCPS's option, and payment therefore shall be made at a proper reduction in price

10.13 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 awarding of the solicitation.

10.14 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

10.15 DRUG & ALCOHOL-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug & alcohol-free workplace for the contractor's 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 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 & 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, 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.

10.16 DUE DATE:

Bids/Proposals and amendments thereto, or withdrawal of bids/proposals submitted, if received by Dinwiddie County Public Schools 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.

10.17 EQUIPMENT/PRODUCTS:

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

10.18 ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, 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 offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

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

10.19 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

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

10.20 INSURANCE:

By signing and submitting a proposal under this solicitation, the 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 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 AND LIMITS REQUIRED FOR MOST CONTRACTS:

-
- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the School Board of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$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 School Board of Dinwiddie must be named as Certificate Holder and The School Board of Dinwiddie elected and appointed officials, officers, consultants, agents and employees, and affiliate or subsidiary boards are additional insured must be listed as additional insured and so endorsed on the policy.**
- D Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- E. Professional Liability - \$1,000,000 per occurrence
- F Umbrella Liability - \$1,000,000 per occurrence

10.21 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, 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

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.

10.22 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 Contractor/Vendor under any resultant contract shall, at the option of Dinwiddie County School Board, become Dinwiddie County School Board property and shall be delivered to and remain the property of Dinwiddie County School Board upon completion of the work or termination of the Contract Dinwiddie

County School Board shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Vendor.

- B. Any documents or other materials provided to the Contractor/Vendor by Dinwiddie County School Board shall be returned to Dinwiddie County School Board upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor/Vendor in order to supply the products or services contracted for shall become the property of Dinwiddie County School Board and shall be sent to Dinwiddie County School Board upon delivery of the final products and/or services unless otherwise requested by Dinwiddie County School Board. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

10 22 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 state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). A completed W-9 Form shall be submitted as well
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. 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 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, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Dinwiddie County School Board shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement

cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve Dinwiddie County School Board of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2 2-4363).

10 22.2 **To Subcontractor(s):**

- a. Within seven (7) days of the Contractor's receipt of payment from Dinwiddie County School Board for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated.
 1. To pay the subcontractor(s); or
 2. To notify the School Board and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Dinwiddie County School Board, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Dinwiddie County School Board.

10.23 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 quotations will not be accepted.

All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed in ink by the person signing the bid/proposal. Bids/Proposals must show unit price, total price, and grand total. In case of error in the extension of prices, the unit price shall govern.

Bids/Proposals must give the full business address of the Bidder/Offeror and be signed by him/her with his/her usual signature. Bids/Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word "President,"

"Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bidder/offeree of the individual signing. When requested by Dinwiddie County School Board, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

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

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

10.24 PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the *Virginia Freedom of Information Act*, however, the bidder or offeror must invoke the protection of *Code of Virginia*, § 2.2-4342F, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The classification of an entire bid or proposal document, line item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder or offeror refuses to withdraw an entire classification designation, the bid will be considered nonresponsive or the proposal will be rejected. Failure to comply with these steps shall result in loss of the Bidder's/Offeror's FOIA exemption.

Agencies and institutions shall not release any information that a bidder/offeree 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.

10.25 QUALIFICATIONS OF OFFERORS:

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

10.26 RECEIPT AND OPENING OF PROPOSALS:

- A. It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered

- B. In the event Dinwiddie School Board Office is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the receipts of bid/proposals the receipt of bids/proposals will default to the next open business day at the same time.

- C. The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of proposals received.

- D. Acceptance of a bid/proposal by Dinwiddie County Public Schools is not an order to ship or to begin work. Each bid/proposal is received with the understanding that the acceptance in writing by the School Board of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder/Offeror and the School Board, which shall bind the Bidder/Offeror on his part to furnish and deliver the items/services quoted at the prices stated and in accordance with the conditions of said accepted bid/proposal; and the School Board on its part to order from such Bidder/Offeror, if funding is appropriated, except for causes beyond reasonable control; and to pay for, at the agreed prices, all items/services specified, ordered, and delivered

10.27 SAMPLES:

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

10.28 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

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

registration to transact business in the Commonwealth to be revoked or cancelled at any time during the contract. Dinwiddie County School Board may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section

10.29 SUBSTITUTIONS:

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

10.30 TAXES

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

10.31 TERMINATION BY OWNER FOR CONVENIENCE:

A. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor thirty (30) days written notice of such termination. Upon such termination, the contractor/vendor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor/vendor shall take such steps as owner may require to assign to the owner the contractor's/vendor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor/vendor shall receive as full compensation for termination and assignment the following:

- 1 All amounts then otherwise due 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 contractor/vendor of any nature
- B. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

10.32 TESTING AND INSPECTION:

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

10.33 WITHDRAWAL OR MODIFICATION OF BIDS / PROPOSALS:

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

11.0 SPECIAL TERMS AND CONDITIONS

11.1 AWARD OF CONTRACT:

Dinwiddie County Public Schools shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of price for services.

Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, Dinwiddie County Public Schools shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to Dinwiddie County Public Schools can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Dinwiddie County Public Schools reserves the right to make multiple awards as a result of this solicitation. Should the School Board determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

11.2 CONFIDENTIALITY (Contractor):

The contractor/vendor assures that information and data obtained as to personal facts and circumstances related to Dinwiddie County Public Schools employees will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and Dinwiddie County Public Schools written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals.

Dinwiddie County Public Schools reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the evaluation committee can properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm. Dinwiddie County Public Schools reserves the right to award to multiple Offerors.

11.3 NO CONTACT POLICY

Any contact initiated by any Offeror with any School Board representative or County representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

11.4 RFP QUESTIONS

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via fax or email (**Please reference RFP #21-060821 in the subject line**) to:

Christie Fleming
14016 Boydton Plank Road
Dinwiddie, VA 23841

Phone: (804) 469-4190
Fax: (804) 469-4197
Email: cfleming@dcpsnet.org

Written responses, including any questions will be provided on our Website, www.dinwiddie.k12.va.us, *Departments-Finance-Purchasing-Current Solicitations*, in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any Addenda. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals. ***The cutoff time for questions is 2:00 PM, Thursday, June 17, 2021.***

12.0 DELIVERY INSTRUCTIONS

Sealed Proposals are due by **02:00 p.m. on Monday, June 28, 2021.**

Sealed Bids can be mailed or hand delivered to the following location prior to the date and time of closing: Fax and email copies will not be accepted.

**Dinwiddie County School Board
Finance Department, Attn: Christie Fleming
14016 Boydton Plank Road
Post Office Box 7
Dinwiddie, Virginia 23841
Fax 1-804-469-4197
Email – cfleming@dcpsnet.org**

It is the responsibility of the offeror to ensure that their proposal reaches the Finance Department prior to the date and time of closing. If delivering in person, it is recommended that you call the School Board Office at 804-469-4190 to ensure that someone is available to take your sealed bid. The School Board Office will be closed on Fridays beginning the week of June 21, 2021.

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

13.0 ANTICIPATED SCHEDULE

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

- | | |
|----------------------------------------|---------------|
| • Request for Proposal advertised | June 08, 2021 |
| • Cut-off for Questions | June 17, 2021 |
| • Proposals due in School Board Office | June 28, 2021 |
| • Oral Presentations to be conducted | July 01, 2021 |
| • Notice of Intent to Award Contract | July 02, 2021 |
| • Contract Award | July 13, 2021 |

BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the Schools, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Dinwiddie County Public Schools. The School Division will make the final determination of the proposal that best meets the needs of Dinwiddie County Public Schools.

Contact initiated by a bidder/offeror 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 bidder/offeror from this transaction.

14.0 Attachments

Attachment A - Virginia State Corporation Commission Registration Information

Attachment B – Signature Sheet

Attachment C – Certification of Contractor

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

PURPOSE

Develop an updated comprehensive classification and compensation plan for Dinwiddie County Public Schools.

By signature, I certify that the proposal as submitted complies with all Terms and Conditions as set forth in RFP. If there are any parts of the terms and conditions that the company cannot meet, I have indicated which ones on an attached page.

By signature, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, equipment or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Offeror.

Signature. _____ Date: _____

Name (type or print): _____

Official Title: _____

Company Name. _____

FIN or SSN: _____

State of Incorporation: _____

Address: _____

Telephone: _____

E-Mail: _____

Fax. _____

Acknowledgment is made of receipt of the following Addenda:

ATTACHMENT C - CERTIFICATION OF CONTRACTOR

Full Name of Contractor _____

As required by Section 22.1-296 1 of *the Code of Virginia*, the undersigned hereby certifies as follows:

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

I will be guilty of a Class 1 misdemeanor.

Date _____

Signature of Contractor

ATTACHMENT D - REFERENCES

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

Reference #1

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

Reference #2

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

Reference #3

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