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Dinwiddie County Public Schools

OFFICE OF THE SUPERINTENDENT

Request for Proposal
RFP # 25-041525
School Pictures / Yearbooks
Dinwiddie County Public Schools

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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Or

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Date Issued: Tuesday, April,15 2025

Deadline for e-mailed questions: Monday, April 21, 2025 @ 10:00 a.m.

Date & Time of Closing: Tuesday, April 29, @ 2:00 p.m.

Table of Contents

1.0	PURPOSE.....	3
2.0	BACKGROUND.....	3
3.0	GENERAL INFORMATION.....	3
4.0	OFFEROR QUALIFICATIONS.....	3
5.0	STATEMENT OF NEEDS.....	3
6.0	OTHER INFORMATION.....	4
7.0	PROPOSAL PREPARATION & SUBMISSION.....	11
7.1	INSTRUCTIONS.....	11
7.2	SUBMITTAL FORMAT.....	12
7.3	PRESENTATION.....	13
8.0	REFERENCES.....	13
9.0	EVALUATION CRITERIA.....	13
9.1	NEGOTIATIONS.....	14
10.0	BASIS FOR AWARD.....	14
11.0	COOPERATIVE PROCUREMENT.....	15
12.0	DELIVERY INSTRUCTIONS.....	15
13.0	GENERAL TERMS AND CONDITIONS.....	16
13.1	ANNOUNCEMENT OF AWARD:.....	16
13.2	ANTI-DISCRIMINATION:.....	16
13.3	ANTITRUST:.....	17
13.4	APPLICABLE LAWS:.....	17
13.5	AUDIT:.....	17
13.6	AVAILABILITY OF FUNDS:.....	17
13.7	CLARIFICATION OF TERMS:.....	17
13.8	CONFIDENTIALITY (CONTRACTOR):.....	17
13.9	WITHDRAWAL OR MODIFICATION OF PROPOSALS:.....	18
13.10	DEFAULT:.....	18
13.11	DRUG & ALCOHOL-FREE WORKPLACE:.....	18
13.12	ETHICS IN PUBLIC CONTRACTING:.....	18
13.13	IMMIGRATION REFORM AND CONTROL ACT OF 1986:.....	19
13.14	INSURANCE:.....	19
13.15	NONDISCRIMINATION OF CONTRACTORS:.....	20
13.16	PAYMENTS:.....	20
13.17	PROPRIETARY INFORMATION:.....	20

13.18 QUALIFICATIONS OF OFFERORS:..... 20

13.19 RECEIPT AND OPENING OF PROPOSALS:..... 20

13.20 RENEWAL OF CONTRACT: 21

13.21 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: 21

13.22 TERMINATION BY OWNER FOR CONVENIENCE: 22

14.0 METHOD OF PAYMENT..... 22

ATTACHMENT A - STATE CORPORATION COMMISSION FORM..... 23

ATTACHMENT B - SIGNATURE SHEET 24

ATTACHMENT C - CERTIFICATION OF CONTRACTOR..... 25

ATTACHMENT D - REFERENCES..... 26

1.0 PURPOSE

Dinwiddie County School Board (DCPS) is issuing this Request for Proposal seeking qualified offerors to provide Photographic Services (Student School Pictures) to our five (5) elementary schools, one (1) middle school, and one (1) high school.

2.0 BACKGROUND

Dinwiddie County Public Schools are located in Dinwiddie, Virginia, approximately 25 miles south of Richmond. With a land area of 504 square miles, Dinwiddie is a blend of suburban and rural living, with a student population of around 4,100 students.

3.0 GENERAL INFORMATION

Site locations for services as follows:

Sutherland Elementary School is located at 6000 R.B. Pamplin Road, Sutherland, VA 23885

Midway Elementary School is located at 5511 Midway Road, Church Road, VA 23833

Southside Elementary School is located at 10305 Boydton Plank Road, Dinwiddie, VA 23841

Dinwiddie Elementary School is located at 13811 Boydton Plank Road, Dinwiddie, VA 23841

Sunnyside Elementary School is located at 10203 Melvin B. Alsbrooks Ave, McKenney, VA 23872

Dinwiddie Middle School is located at 11608 Courthouse Road, Dinwiddie, VA 23841

Dinwiddie High School is located at 11501 Boisseau Road Dinwiddie, VA 23841

4.0 OFFEROR QUALIFICATIONS

- The offeror must provide a statement that their company has been in the business of providing student school pictures for a minimum of three years.
- Three (3) verifiable references in Virginia for similar work, both in scope and design, completed within the past three (3) years.
- All offerors must be licensed to do business in the Commonwealth of Virginia.

5.0 STATEMENT OF NEEDS

Through this RFP, the Division is seeking to identify an offeror(s) who can most fully meet the needs of the Division as specified in this document. It should be noted that cost, although a significant factor, is secondary to **quality of service and product** and shall **not** be the sole determinant in selecting a supplier. However, there must be a defensible relationship between quality and costs to the purchaser. Customer satisfaction is our main priority, as this is a parent paid service. We will require a guarantee that offeror will correct any package that is not accurate, at no cost to the parents.

6.0 **OTHER INFORMATION**

Photographic Services Specifications:

Offerors should address their ability to provide the following services:

A. Photographic services for the following schools:

1. Dinwiddie Elementary: Approximate student body of 344 plus 65 staff
2. Midway Elementary: Approximate student body of 352 plus 55 staff
3. Sutherland Elementary: Approximate student body of 557 plus 71 staff
4. Southside Elementary: Approximate student body of 444 plus 69 staff
5. Sunnyside Elementary: Approximate student body of 273 plus 39 staff
6. Dinwiddie Middle School: Approximate student body of 906 plus 110 staff
7. Dinwiddie High School: Approximate student body of 1240 plus 140 staff

B. Picture offerings for the following:

1. Fall Picture Day (mandatory) to include:

- a. Individual pictures of entire student body (whether purchase is made or not).
- b. Individual pictures of faculty, staff, and volunteers taken for the school at no extra cost.
- c. A minimum of two (2) photographers. This will ensure the process is run smoothly and timely.
- d. A photographer who has experience working with special needs students as we do have several Autism classes in various schools.
- e. Each representative from successful offeror will be required to bring a state issued identification (Driver's License, Passport, etc.) when entering any Dinwiddie County Public School. This ID will be run through our RAPTOR ID System. This is for the safety and wellbeing of all our students and staff.
- f. An online portal for parents / staff to preview pictures and available packages. Picture packages should be paid for online, before being delivered to the school. The individual schools will not be responsible for collecting money to hold for offeror. Paid packages should be sent to the correct school. This applies to all pictures taken for Dinwiddie County Public Schools.
- g. Computer generated printout and computer spreadsheet broken down by last name, first name, homeroom or designated teacher, grade level, who purchased pictures and cost of order, delivered before or at time of specified delivery date of pictures.
- h. An electronic delivery containing pictures of all students/faculty/staff in .jpg or other acceptable format identified by last name, first name, and student/other ID so that Dinwiddie County Public Schools can import the data into our Student Information System and for use in yearbook (if applicable) delivered before or at time of specified delivery date, not to exceed two weeks after picture offering, with permission to use any excerpts on Dinwiddie County Public School's website at the discretion of Dinwiddie County Public Schools Central Office.

- i. ID badges of faculty/staff in format agreed upon by Dinwiddie County Public Schools before or at time of specified delivery date, not to exceed two weeks after picture offering.
- j. All packages ordered and/or shipped/received by the school shall be identified by homeroom or specified teacher and in alphabetical order to correlate to the computer printout received for cross-reference at the time of specified delivery date, not to exceed two weeks after picture offering.

2. Class Pictures (elementary schools):

- a. Homeroom class pictures of all grades kindergarten through fifth taken for school (whether purchase is made or not).
- b. Computer generated printout and computer spreadsheet of elementary classes photographed by teacher, grade level, who purchased pictures (alphabetically by last name, first name) and cost of order, delivered before or at time of specified delivery date of pictures.
- c. Electronic Delivery containing pictures of all elementary classes in .jpg or other acceptable format identified by teacher name and grade level so that Dinwiddie County Public Schools can use for yearbook (if applicable) delivered before or at time of specified delivery date, not to exceed two weeks after picture offering, with permission to use any excerpts on Dinwiddie County Public School's website at the discretion of Dinwiddie County Public Schools Central Office.
- d. All class pictures shipped/received shall be identified by teacher name and in alphabetical order by grade level and then by student (last name, first name) to correlate to the computer printout received for cross-reference.

3. Make-up Fall Picture Day (mandatory) to include:

- a. Individual pictures of students unable to take a picture at initial picture offering (whether purchase is made or not) retakes of pictures due to unsatisfactory first sitting at no charge to parents.
- b. Individual pictures of faculty, staff, and volunteers taken for the school at no extra cost for those who missed initial picture offering.
- c. Computer generated printout and computer spreadsheet broken down by last name, first name, homeroom or designated teacher, grade level, who purchased pictures and cost of order, delivered before or at time of delivery of pictures.
- d. Electronic delivery containing pictures of all students/faculty/staff in .jpg or other acceptable format identified by last name, first name, and student/other ID so that Dinwiddie County Public Schools can import the data into our School Administrative Student Information and for use in yearbook (if applicable) delivered before or at time of specified delivery date, not to exceed two weeks after picture offering, with permission to use any excerpts on Dinwiddie County Public School's website at the discretion of Dinwiddie County Public Schools Central Office.
- e. ID badges of faculty/staff in format agreed upon by Dinwiddie County Public Schools before or at time of specified delivery date, not to exceed two weeks after picture offering.

- f. All packages ordered and/or shipped/received by the school shall be identified by homeroom or specified teacher and in alphabetical order to correlate to the computer printout received for cross-reference before or at time of specified delivery date, not to exceed two weeks after picture offering.

4. Spring Picture Day (optional per school):

- a. Individual pictures of entire student body (whether purchase is made or not).
- b. Pictures taken of faculty/staff/volunteers who wish to purchase pictures or otherwise proposed and agreed upon.
- c. Make-up day offered.
- d. An online portal for parents/staff to preview pictures and available packages. Picture packages should be paid for online, before being delivered to the school. The individual schools will not be responsible for collecting money to hold for offeror. Paid packages should be sent to the correct school. This applies to all pictures taken for Dinwiddie County Public Schools.
- e. Computer generated printout and computer spreadsheet broken down by last name, first name, homeroom or designated teacher, grade level, who purchased pictures and cost of order, delivered before or at time of delivery of pictures not to exceed two weeks after picture offering.
- f. All packages ordered and/or shipped/received by the school shall be identified by homeroom or specified teacher and in alphabetical order to correlate to the computer printout received for cross-reference before or at time of specified delivery date, not to exceed two weeks after picture offering.

5. Club/Sports/Outstanding Students Pictures (optional per school, Fall and/or Spring):

- a. Group pictures of students in school clubs/groups/teams or outstanding students (i.e., spelling bee winners, award winners, etc.) taken for school (whether purchase is made or not).
- b. Individual pictures of students in school clubs/groups/teams or outstanding students (i.e., most athletic, most studious, most friendly, etc.).
- c. Computer generated printout and computer spreadsheet broken down by team/club/group name, who purchased pictures (alphabetically by last name, first name) and the package and cost of order, delivered before or at time of specified delivery date of pictures.
- d. Electronic delivery containing pictures of the teams/clubs photographed in .jpg or other acceptable format identified by club/team name, last name, first name, and student/other ID so that Dinwiddie County Public Schools can import the data into our School Administrative Student Information System, if needed, and to be used for yearbook (if applicable) delivered before or at time of specified delivery date, not to exceed two weeks after picture offering, with permission to use any excerpts on Dinwiddie County Public Schools website at the discretion of Dinwiddie County Public Schools Central Office.

- e. All packages ordered and/or shipped/received by the school shall be identified by the sponsor's and/or team name and in alphabetical order to correlate to the computer printout received for cross-reference.
6. **Senior Pictures (optional by event) High School's Discretion to choose which pictures, if any, they wish to provide for students:**
- a. Formal Senior pictures with drape.
 - b. Casual Senior pictures.
 - c. Cap and gown pictures.
 - d. Candid prom pictures.
 - e. Pictures of individuals, couples, or groups wishing to purchase pictures.
 - f. Candid shots of dance to be used in yearbook/memory book.
 - g. Graduation pictures.
 - h. An online portal for parents/staff to preview pictures and available packages. Picture packages should be paid for online, before being delivered to the school. The individual schools will not be responsible for collecting money to hold for the offeror. Paid packages should be sent to the correct school. This applies to all pictures taken for Dinwiddie County Public Schools.
 - i. Computer generated printout and computer spreadsheet by who purchased pictures (alphabetically by last name, first name), the package and cost of order, and first period teacher's name, delivered before or at time of specified delivery date of pictures.
 - j. Electronic delivery containing candid pictures taken during dance in .jpg or other acceptable format for use in yearbook delivered before or at time of specified delivery date, not to exceed two weeks after picture offering, with permission to use any excerpts on Dinwiddie County Public School's website at the discretion of Dinwiddie County Public Schools Central Office.
 - k. All pictures shipped/received shall be identified alphabetically by teacher name and who purchased pictures (alphabetically by last name, first name), to correlate to the computer printout received for cross-reference.
 - l. It is understood that Dinwiddie High School may or may not participate in all the senior picture events listed. The decision will be made by the High School Principal and the Senior Class Advisor as to what if any events they want to participate in with the offeror.
7. **Special School Event (Optional one per school ex: Elementary Sneaker Ball, Middle School Formal Dance)**
- a. Pictures of individuals, couples, or groups wishing to purchase pictures.
 - b. Candid shots of dance to be used in yearbook/memory book.
 - c. An online portal for parents/staff to preview pictures and available packages. Picture packages should be paid for online, before being delivered to the school. The individual schools will not be responsible for collecting money to hold for offeror. Paid packages should be sent to the correct school. This applies to all pictures taken for Dinwiddie County Public Schools.

- d. Computer generated printout and computer spreadsheet by who purchased pictures (alphabetically by last name, first name), the package and cost of order, and first period teacher's name, delivered before or at time of specified delivery date of pictures.
- e. Electronic delivery containing candid pictures taken during dance in .jpg or other acceptable format for use in yearbook delivered before or at time of specified delivery date, not to exceed two weeks after picture offering, with permission to use any excerpts on Dinwiddie County Public School's website at the discretion of Dinwiddie County Public Schools Central Office.
- f. All pictures shipped/received shall be identified alphabetically by teacher name and who purchased pictures (alphabetically by last name, first name), to correlate to the computer printout received for cross-reference.

C. Additional Picture Offering Specifications:

1. **Yearbook Related Services:** List in detail all available options and ability to provide yearbook related services (such as candid shots or pictures deemed appropriate).
2. **Notice:** Each package or proof sent home must disclose in clear and concise language that school pictures sales are a fund-raising activity generating funds for the school. The Finance Department and school principal will approve this notice. Any other correspondence sent to the students or the parents will require prior approval by the principal and the Finance Department.
3. **Schedule:** The successful firm shall arrange with each school the time, date and place pictures will be taken and received. The make-up sitting should be scheduled with the initial sitting as mutually agreed between the school picture provider and the principal. Faculty and staff pictures will be setup prior to the opening of the academic year in order for new faculty and staff to have their id badges when school begins. **All arrangements must be cleared and approved by the school principal and in writing.**
4. **Brochures:** Brochures that include descriptions and prices for all of the different types of pictures and picture packages available to the school to be delivered at a minimum of two weeks before each picture offering or earlier as agreed upon with each individual school. For Fall Pictures, Fall Make-up Day, and any other picture offerings applicable, wording must be clear to parents that a purchase is **not** required and that all students will have their pictures taken. (Include samples of brochures.)
5. **Film:** The successful school picture provider agrees to use a high-quality film such as Kodak Porta 400 or comparable film and print paper for quality pictures as approved by the Dinwiddie County Public School Finance Department in producing photographs, with a choice of either glossy or matte finish.

6. **Samples:** Provide samples of pictures as a representative of the quality to be expected.

D. Pricing: Basic Pricing should be the same for ALL Elementary Schools

1. Detailed information on all standard photographic packages available, any options and alternatives available thereto, and price ranges for all standard and alternate packages for Fall Picture Day, Class Pictures, optional Spring Picture Day, Club/Team, Special Elementary Events and 8th Grade Formal Dance pictures.
2. Price ranges for Senior pictures should be given by event. It is understood that Dinwiddie High School may or may not participate in all the senior events listed. That decision will be made by the High School Principal and the Senior Class.
3. Prices will be submitted for all basic packages and alternate packages/incentives offered using one of the following methods:
 - a. All picture package prices will remain unchanged for the duration of the contract (including optional renewals)
 - OR
 - b. All picture package prices will remain unchanged for a period of one (1) year or school cycle at which time it may escalate each of the next four (4) optional one-year renewals at a percentage not to exceed stated submitted amount. If no percentage stated, option “a” above will prevail.
4. All picture packages and offerings, along with complete descriptions and prices, must be submitted at the time of submittal for them to be approved.
5. Include details of all features and services that would be available to all schools listed, including available discounts and fund-raising incentives and/or percentages.
6. The successful school picture provider shall agree to reimburse the school for any late penalties charged to the school by the yearbook publisher (if different offeror) if the charge was a result of a missed deadline caused by the photographer and/or photographic studio. Further, should any action by the photographer and/or photographic studio cause the yearbook to be so late as to either discourage sales or make delivery beyond the acceptable deadline, then the photographer and/or photographic studio shall reimburse the school for all lost revenue as calculated using the average reimbursement received by the school for the past two years.

E. Collection of Monies: Detailed information as to your procedures of collecting money.

Dinwiddie County Public Schools will **not** be responsible for the collection of fees for picture and will not be liable for any bad debts incurred as a result of the sale of student school pictures. Collection of bad debts is the responsibility of the student school-picture supplier. Direct online payments to Offeror is required. If a student is not able to use the online portal it is up to the Offeror to collect those monies. A written receipt must be given to each student and a copy of the receipt should be given to the Bookkeeper of each school.

- F. Photographers:** Provide a sufficient number of photographers as mutually agreed to by both parties in order to complete the photographing and collection of monies of all eligible students/staff without interrupting the educational process, the start or closing of school, and all deadlines established between both parties. Each representative from successful offeror will be required to bring state issued identification (Driver's License, Passport, Etc.) when entering any Dinwiddie County Public Schools. This ID will be run through our RAPTOR system. This is for the Safety and Wellbeing of all and students and staff.
- G. Representatives:** Provide experienced representatives who will work on a regular basis with school personnel to provide assistance and in-school consultation whenever deemed necessary by the school.
- H. Contact Information:** Provide an account executive's toll-free number to help answer any questions regarding production or financial matters pertaining to the individual services required.
- I. Customer Service:** At Dinwiddie County Public Schools, we Strive to give our students, parents and staff a 5-Star Service every day and we require the same from visitors to our schools. We expect excellent customer service when dealing with any aspect of the photography process.
- J. Guarantee:** Provide an unconditional satisfaction guarantee to both the student and/or parents and agree to return all monies to either the student and/or parents within thirty (30) days after the receipt of the purchase, if so requested, providing that the merchandise has been returned in good condition with no cost to the school or student/parents.
- K. Shipping:** Terms of delivery or shipping of pictures and other required items with an explanation as to how charges, if applicable, are assessed.
- L. Customization:** The successful photographic provider will agree to allow each school to customize their picture offerings on a yearly basis, at the discretion of the principal, from the submitted packages contracted and agreed upon for the duration of the contract (including renewal years).

Warranty/Offeror's Performance:

1. The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds and that all services will be rendered in a professional, and consistent manner for the length of the contract.
2. The Offeror agrees and covenants that its agents and employees shall comply with all county, state and federal laws, rules and regulations applicable to the business to be conducted under the contract.
3. The Offeror shall meet and cooperate with, as required, appropriate school staff and Dinwiddie County Public Schools officials in performing the contract work to ensure all issues are handled in a timely manner.
4. The Offeror will schedule all work at schools with the proper designated person and work around activities housed in the schools so that interference with normal school programs will be held to a minimum.

Default:

If the Successful Offeror is wholly responsible for failure to make timely delivery or fails in any way to perform as specified herein, Dinwiddie County Public Schools may consider the Successful Offeror to be in default. In the event of default, Dinwiddie County Public Schools will provide the Successful Offeror with written notice of default, and the Successful Offeror will be provided twenty (20) calendar days to correct said default.

If the Successful Offeror fails to cure said default within twenty days, Dinwiddie County Public Schools may complete the photographic services through a third party, among other actions, and the Successful Offeror shall be responsible for any amount in excess of the agreement price incurred by Dinwiddie County Public Schools in completing the photographic services to a capability equal to that specified in the contract.

7.0 PROPOSAL PREPARATION & SUBMISSION

7.1 INSTRUCTIONS:

- A. In order to be considered for selection, the Offeror must submit a complete response to this RFP as follows:
1. Hard copy submittals must be in a sealed envelope/package, clearly marked “**RFP #25-041525 School Pictures/Yearbooks**” on the outside of the envelope/package. Cut off time is **Tuesday, April 29, 2025, at 2:00 pm** (local prevailing time), in the Dinwiddie County School Board Office at 14016 Boydton Plank Road, Dinwiddie, VA 23841. The time of receipt shall be determined solely by Dinwiddie County School Board Office. The Offeror assumes responsibility for having its proposal delivered on time at the place specified.
 2. Electronic copies of the proposal may be emailed to bids@dcpsnet.org or Brenda Austin, Finance Manager, Purchasing Agent at baustin@dcpsnet.org. The subject line should read “**RFP #25-041525 School Pictures/Yearbooks**” *OR* they can be posted on the Virginia Electronic Procurement site, **eVA**.
 3. **Hard copies are preferred since the committee will be evaluating the quality of the pictures. Please submit one (1) original and five (5) copies of the written proposal and sample pictures.**
- B. Time is of the essence and any proposal received after the announced time and date, whether by mail or otherwise, will be rejected. Proposals received after the date and time of closing will be returned unopened. Proposal will not be accepted via fax.
- C. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals for evaluation.

7.2 SUBMITTAL FORMAT:

- A. Proposal and any Addenda, if any, shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Purchasing 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 evaluation committee. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- B. Proposal must give the full business address of the offeror and **must** be signed by him/her with his/her usual signature. 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. 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 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 proposal of the individual signing. When requested by Dinwiddie County Public Schools, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. All proposals without an original signature will be deemed non-responsive.
- C. 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 Offeror's proposal.
- D. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
- E. Proposals should be as detailed as possible so the evaluation committee can properly evaluate the capabilities of each offeror.
- F. Ownership of all data, materials, and documentation originated and prepared for Dinwiddie County Public Schools pursuant to the RFP shall belong exclusively to Dinwiddie County Public Schools 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 will result in rejection of the proposal.

7.3 **PRESENTATION:**

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 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 Purchasing Agent 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.

Tentative dates of May 5 or 6, 2025 are being set to schedule interviews for those firms that will be selected to move forward in the evaluation process.

8.0 **REFERENCES**

All Offerors shall include a list of three (3) references, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, email addresses, and phone numbers of all references on the attached form.

References may or may not be reviewed or contacted at the discretion of DCPS. Typically, only references of the top ranked short-listed Offeror or Offerors are contacted. Dinwiddie County Public Schools reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

9.0 **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. The committee will use a consensus evaluation instead of a numerical evaluation.

- Quality of Pictures
- Customer Service
- Commission % to Schools
- Variety of Picture Packages / Range of Prices
- Number of Photographers available on picture day
- 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).

9.1 **NEGOTIATIONS**

Selection will be made of two or more Offeror(s) deemed to be fully qualified and best suited among those submitting proposals to provide student school pictures and/or optional yearbook/memory book. Price shall be considered, but need not be the sole determining factor. Quality of written proposal, successful experience, competence to accomplish the required work within the specified time constraints, completeness of the response addressing each item in the Evaluation Criteria, relevance, thoroughness, and insight displayed in response to the Request for Proposal will also be considered. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Dinwiddie County Public Schools

Repetitive informal interviews shall be permissible. Such Offerors are encouraged to elaborate on their qualifications, performance data, staff expertise pertinent to the proposed project as well as alternative concepts. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposal 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. Propriety information from competing offerors shall not be disclosed to the public or to competitors.

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 offer 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. The award documents will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

Dinwiddie County Public Schools will have sole determination if an offeror is qualified and acceptable.

This RFP creates no obligation on the part of Dinwiddie County Public Schools to award a contract or to compensate the Offeror for any costs incurred during the proposal presentation, response, submission, oral interviews or presentations.

10.0 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 DCPS, shall be utilized in the final award.

11.0 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 of the *Virginia Public Procurement Act*.

Therefore, the Offeror is advised, and by submitting a response to this procurement, such Offeror agrees that any resulting contract from this procurement for Dinwiddie County Public Schools, may also 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 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.

12.0 DELIVERY INSTRUCTIONS

Proposals are due by **2:00 pm on Tuesday, April 29, 2025**.

Proposals can be mailed or delivered to the following location prior to the date and time of closing:

**Dinwiddie County Public Schools
Finance Department, Attn: Brenda Austin
14016 Boydton Plank Road
Post Office Box 7
Dinwiddie, Virginia 23841**

Hard Copies are preferred, however, electronic copies of the proposal sent to bids@dcpsnet.org or baustin@dcpsnet.org with the Subject line “**RFP #25-041525 School Pictures / Yearbooks**” **will be accepted until April 29, 2025, at 02:00 PM (local prevailing time)**.

You may also submit your proposal on the Virginia Electronic Procurement site, **eVA**. NO faxed proposals will be accepted.

It is the responsibility of the bidder to ensure that their bid 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. Office hours are 8:00 am to 4:30 pm Monday through Friday.

In the event that the School Board offices are not operating under normal staffing levels or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission will default to the next regular business day at the same time.

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 GENERAL TERMS AND CONDITIONS

13.1 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.

13.2 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 offeror.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 CLARIFICATION OF TERMS:

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact **Brenda Austin** at baustin@dcpsnet.org, or bids@dcpsnet.org in writing by email no later than **April 21, 2025, by 10:00 am**. 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.

13.8 CONFIDENTIALITY (Contractor):

The contractor 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.

13.9 **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, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

13.10 **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 offeror 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.

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

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

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.

13.12 **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.

13.13 **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.

13.14 **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 and make sure a copy is given to Dinwiddie County Public Schools. 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

13.15 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.

13.16 PAYMENTS:

This Solicitation is being conducted by Dinwiddie County Public Schools; however, payments will be made directly to the awarded Offeror by parents and/or staff ordering pictures. Dinwiddie County Public Schools is **not** responsible for any payments to awarded Offeror.

13.17 PROPRIETARY INFORMATION:

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

13.18 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.

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

13.20 RENEWAL OF CONTRACT:

The initial term of this contract will be for one year beginning **July 1, 2025, through June 30 2026**. This contract may be renewed by the School Board upon written agreement of both parties for four (4) successive one (1) year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of DCPS's intention to renew shall be give approximately ninety (90) days prior to the expiration date of each contract period.

If DCPS elects to exercise the option to renew the contract for an additional one-year period(s), the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

If during any subsequent renewal periods, DCPS elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

13.21 STATE CORPORATION COMMISION INDENTIFICATION NUMBER:

In order to contract with Dinwiddie County Public Schools, contractors 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 Offeror or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its proposal or proposal the identification number issued to it by the State Corporation Commission. Any Offeror or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal or proposal a statement describing why the Offeror or offeror is not required to be so authorized. Any Offeror or 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 the Virginia Public Procurement Act 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 Public Schools may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

13.22 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 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 shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor 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 as a direct result of such termination. The contractor 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 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.

14.0 METHOD OF PAYMENT

This proposal is being issued by Dinwiddie County Public Schools; however, all photographs will be paid by parents or staff who wish to make a purchase. An online parent portal is necessary to ensure proper payment to offeror. Dinwiddie County Public Schools will **not** be responsible for payments.

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 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

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion 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 bid and certify that I am authorizing to sign this bid for the bidder.

To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet, please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print): _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ Telephone Number: _____

Email: _____

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.

Signature of Contractor

Date

ATTACHMENT D – REFERENCES

Offerors shall supply three (3) references that list a brief description 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. 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 _____