

School Board Members

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Dinwiddie County Public Schools

OFFICE OF THE SUPERINTENDENT

**INVITATION FOR BID
IFB# 27-072326
AUDITORIUM RENOVATION**

MIDWAY ELEMENTARY SCHOOL

5511 MIDWAY ROAD
CHURCH ROAD, VA. 23833

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:

Jenna Athey
Dinwiddie County Public Schools
Finance & Procurement Specialist
Finance Department

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

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

Or

E-Mail: JATHEY@DCPSNET.ORG

Date Issued: Thursday, July 23, 2026

Mandatory Pre-Bid Site Visit: Wednesday, August 5, 2026 @ 10:00 a.m.

Deadline for E-Mailed Questions: Wednesday, August 12, 2026 @ 10:00 a.m.

Date & Time of Closing: Friday, August 21, 2026 @ 2:00 p.m.

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1.0 PURPOSE

The Dinwiddie County School Board (DCPS) invites qualified Class A Contractors to submit sealed bids to furnish all labor, supervision, materials, equipment, permits, transportation, and incidentals necessary to complete the Midway Elementary School Auditorium Renovation in accordance with the requirements of this Invitation for Bids (IFB).

2.0 MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference and site visit will be held on:

Date: Monday, August 5, 2026

Time: 10:00 a.m. (Local Prevailing Time)

Location: Midway Elementary School

5511 Midway Road

Church Road, VA 23833

Only firms represented at the mandatory pre-bid conference shall be eligible to submit a bid. Attendees requiring special services are asked to provide their requirements to Brenda Austin baustin@dcpsnet.org, in writing, by 4:00 p.m., Thursday, July 30th, 2026, to allow time to make the necessary arrangements.

Questions regarding site access after pre-bid site visit shall be directed to:

Matt Hawkins

Director of School Facility Operations

804-469-4685

3.0 BIDDER QUALIFICATIONS

The successful bidder shall:

- Hold a current Virginia Class A Contractor License.
- Have a minimum of five (5) years of experience performing comparable renovation projects.
- Provide three (3) references for projects of similar size and scope.
- Obtain all permits and inspections required for the work.
- Provide supervision by qualified personnel throughout construction.

4.0 SCOPE OF WORK

Midway Elementary School Auditorium Renovation

The Contractor shall furnish all labor, materials, supervision, equipment, permits, transportation, insurance, and incidentals necessary to complete the renovation described below.

The Contractor shall provide a complete and fully functional renovation. Any labor, materials, equipment, or incidental items not specifically identified but necessary to complete the work in accordance with the intent of these specifications shall be included in the Base Bid.

4.1 GENERAL REQUIREMENTS

The Base Bid shall include all work necessary to complete the project, including but not limited to:

- Asbestos abatement
- Demolition
- Carpentry
- Concrete work
- Electrical work
- Flooring
- Seating installation
- Audio/Visual systems
- Painting
- Cleanup and debris removal
- Protect existing finishes and adjacent occupied areas.
- Coordinate work with school personnel.
- Repair any damage caused by construction activities at no additional cost to the Owner.
- Maintain a clean and safe work site.
- Remove all debris daily or as directed by the Owner.

All work shall comply with all applicable federal, state, and local codes and regulations. All required inspections shall be completed by the appropriate authorities having jurisdiction prior to final acceptance.

The Contractor shall maintain a clean and safe work site throughout the duration of the project and shall remove all construction debris from the site upon completion.

4.2 DEMOLITION AND ASBESTOS ABATEMENT

The Contractor shall:

4.2.1 Remove all existing auditorium seating and place the seating in a designated on-site storage location as directed by Dinwiddie County Public Schools (DCPS). Seating shall be removed in bundles of two (2) to four (4) seats. The Contractor acknowledges that the final reinstalled seat count will be reduced.

4.2.2 Provide all labor and services necessary for the removal and legal disposal of asbestos-containing floor tile and mastic by a licensed and certified asbestos abatement contractor.

4.2.3 Provide all required notifications, monitoring, containment, disposal, air clearance, and documentation required by applicable regulations.

4.2.4 Deliver all final waste manifests and required abatement documentation to the Director of School Facilities.

4.2.5 Perform asbestos abatement only during periods when students and staff are not occupying the building. Acceptable work periods include:

- Thanksgiving Break
- Winter Break (approximately December 21 through January 1)
- Spring Break
- or other approved school closures.

4.2.6 Remove and properly dispose of the existing audio/visual equipment rack and associated controls.

4.2.7 Remove and dispose of thirty-eight (38) existing recessed light fixtures.

4.3 AUDIO/VISUAL PLATFORM CONSTRUCTION

The Contractor shall construct a new Audio/Visual control platform located at the rear center of the auditorium.

The platform shall include:

- Height sufficient to prevent audience members from viewing control equipment from the seating area.
- Secure attachment to existing CMU wall and concrete floor.
- Vapor barrier installation as required.
- Fire-retardant treated lumber.
- T1-11 exterior wall finish.
- Smooth plywood subfloor.
- Laminate countertop suitable for use as an operator workstation.
- Width adequate for three (3) adults to be seated comfortably.
- Interior access stairs.
- Carpet and padding on platform floor and stairs.
- Cove base or baseboard.

- Finished drywall interior.
- Stained T1-11 exterior with two coats of stain (color selected by DCPS) followed by two coats of satin or semi-gloss polyurethane.
- Graspable handrail installed at the stairway and stained to match the platform finish.

Curved stair configurations are acceptable provided they comply with applicable building codes.

4.4 ADA SEATING MODIFICATIONS

The Contractor shall:

4.4.1 Construct three (3) ADA seating platforms on each side of the center aisle for a total of six (6) ADA/companion seating locations.

4.4.2 Form and pour reinforced concrete platforms securely anchored to the existing concrete slab.

4.4.3 Ensure all elevation changes and transitions comply with ADA and building code requirements.

4.4.4 Install ADA-compliant wheelchair stops at each seating location.

4.4.5 Frame all newly created seating areas to receive carpet matching adjacent aisle flooring.

4.5 ELECTRICAL WORK

The Contractor shall furnish and install all electrical work necessary to complete the project, including:

- Replacement of thirty-eight (38) recessed fixtures with direct replacement 0-10V dimmable 2' x 2' LED flat panel fixtures.
- Replacement of four (4) existing stage fixtures with LED 2' x 4' fixtures.
- Installation of three (3) new LED track lighting systems.
- Installation of thirteen (13) LED track heads focused toward the stage.
- Installation of new lighting controls within the Audio/Visual platform.
- Wiring to allow lighting control from:
 - Both side walls of the auditorium
 - The Audio/Visual platform
- Provide wiring for a future 120-volt power-operated ADA door opener located at the rear left exterior entrance.

4.6 FLOORING

Following completion of asbestos abatement, the Contractor shall:

4.6.1 Prepare all concrete surfaces by:

- Filling and sealing all existing seating anchor bolt holes with epoxy.
- Skim coating and leveling floor surfaces as necessary.
- Providing minor floor leveling required for proper flooring installation.

4.6.2 Install commercial-grade 40-mil Luxury Vinyl Tile (LVT) throughout the seating areas excluding ADA seating locations.

4.6.3 Install commercial carpet tile complete with adhesive in 3 aisles:

- Left aisle
- Center aisle
- Right aisle
- Rear circulation area
- Front cross aisle
- ADA seating platforms

4.7 AUDIO/VISUAL SYSTEM

The Contractor shall furnish and install a complete professional audio and visual system including:

- QSC Q-SYS Core processor
- Custom mixer interface
- Wireless iPad control housed in a rigid charging case
- QSC network amplifier
- Two (2) new wireless Shure handheld microphones
- Integration of:
 - Three (3) existing choir/hanging microphones
 - One (1) existing wired handheld microphone
- Universal input plate for laptop and mixer connections
- Two (2) column speakers mounted on each side of the stage and angled approximately 30 to 45 degrees downward toward the audience
- Equipment rack with concealed wiring
- WattBox 800 IP surge protector
- Dedicated 20-amp electrical circuit
- Netgear network switch
- Araknis wireless access point for AV control traffic

DCPS shall provide the Ethernet connection to the network.

The Contractor shall provide complete programming, testing, commissioning, and operator training.

4.8 AUDITORIUM SEATING

The Contractor shall furnish and install approximately 250 premium auditorium chairs.

Minimum acceptable product shall be the **Sedia Systems Mercury** series or approved equal.

The seating layout shall:

- Increase spacing between seats for improved comfort.
- Remove approximately one seat from each row on each side of the center aisle.
- Remove one complete row adjacent to each side of the center aisle to accommodate ADA seating and improve circulation.
- Comply with all applicable accessibility and life safety codes.

The Contractor shall submit a proposed seating layout for Owner approval prior to ordering materials.

4.9 PAINTING

The Contractor shall prepare and paint all auditorium surfaces extending from the stage curtain to the rear wall.

Preparation shall include:

- Scraping
- Sanding
- Cleaning
- Surface repairs
- Priming

The Contractor shall apply two finish coats of mid-grade or better commercial paint.

Painting shall include, but not be limited to:

- Walls
- Window sills
- Door frames
- Risers
- Baseboards
- Railings
- Moldings
- Columns
- Fascia

- Soffits
- Painted portions of the ceiling

The suspended acoustical ceiling system is excluded.

All signs, plaques, and wall-mounted items shall be removed prior to painting and reinstalled after painting is complete.

Existing painted trim, jambs, and other non-white painted surfaces shall be painted a green color selected by DCPS that closely matches the existing color palette.

All white painted surfaces shall utilize the color and sheen selected by DCPS.

4.10 CLOSEOUT

The Contractor shall:

- Remove all construction debris.
- Clean all work areas.
- Provide operation and maintenance manuals.
- Provide manufacturer's warranties.
- Submit required inspection reports.
- Demonstrate operation of installed systems to DCPS representatives.
- Correct all punch list items prior to final acceptance.

5.0 BID SUBMISSION REQUIREMENTS

Scaled Bids are due by 2:00 p.m. on Friday, August 21, 2026. (local prevailing time)

Bids may be submitted by one of the following methods at the address below using the subject line "IFB #27-072326 Midway Elementary School Auditorium Renovation"

- Hand Delivery
- U.S. Mail
- Electronic Submission to bids@dcpsnet.org
- eVA

No faxed bids will be accepted

Dinwiddie County School Board
Finance Department, Attn: Jenna Athey
14016 Boydton Plank Road
Post Office Box 7
Dinwiddie, Virginia 23841

Email – jathey@dcpsnet.org

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.

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

6.0 ANTICIPATED SCHEDULE

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

• Invitation to Bid advertised	July 23, 2026
• Mandatory Pre-Bid Conference	August 5, 2026
• Deadline for Questions	August 12, 2026
• Addendum Posted	August 14, 2026
• Bids due in School Board Office	August 21, 2026 at 2:00PM
• Intent to Award Notice	August 26, 2026
• Notice to Proceed / Award Contract	September 9, 2026
• Work to Start at Site	TBD
• Substantial Completion achieved by	TBD

7.0 GENERAL TERMS AND CONDITIONS

ANNOUNCEMENT OF AWARD:

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

ANTI-DISCRIMINATION:

Dinwiddie County School Board does not discriminate against faith-based organizations. By submitting their bids, bidders certify to DCSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and *Section § 2.2-4311 of the Code of Virginia, Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color,

gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Section § 2.2-4343.1E of the Code of Virginia, VPPA).

A. 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, if subcontractors are allowed. *This project cannot be performed by subcontractors.*

ANTITRUST:

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

services purchased or acquired by Dinwiddie County School Board under said contract.

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, Virginia. The School Board and the contractor/vendor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Section § 2.2-4366 of the Code of Virginia*). The Contractor/Vendor shall comply with all applicable federal, state and local laws, rules and regulations.

AUDIT:

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

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.

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.

CHANGES TO THE CONTRACT:

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

- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such

modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

- B. Dinwiddie County School Board may order changes within the general scope of the contract at any time by written notice to the 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 School Board a credit for any savings. Said compensation shall be determined by one of the following methods:
1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to Dinwiddie County School Board right to audit the contractor's records and/or to determine the correct number of units independently.

CLARIFICATION OF TERMS:

If any prospective bidder has questions or is in doubt as to the true meaning of any part of the plans, specifications or other solicitation documents for this project, the prospective bidder should submit a written request via the Pre-Bid Question Form (see Attachment E) for an interpretation to **Jenna Athey, Purchasing Agent** at jathey@dcpsnet.org, by email no later than **Wednesday, August 12, 2026 by 10:00 a.m.** Any revisions to the solicitation will be made only by addendum and issued by the buyer.

Contact initiated by a bidder concerning this solicitation with any other School Board and/or school administration 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.

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.

DEFAULT:

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

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.

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.

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

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

DUE DATE:

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

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.

ETHICS IN PUBLIC CONTRACTING:

By submitting their bid or proposal, Bidders/Offerors certify that their bid or proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidders/Offerors, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

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

IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their Bids/Proposals, bidders/offers 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.

INSURANCE:

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will have appropriate insurance coverage at the time the contract is awarded in accordance with the contract documents. 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/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 - \$2,000,000 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

NONDISCRIMINATION OF CONTRACTORS:

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

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.

LIQUIDATED DAMAGES:

The Contractor acknowledges that time is of the essence for completion of the Work under this Invitation for Bids (IFB). The Contractor shall substantially complete all Work within the time specified in the Contract Documents, including any approved extensions of time granted by the Owner.

If the Contractor fails to achieve Substantial Completion within the required contract time, the Contractor shall pay the Owner liquidated damages in the amount of **\$500.00 per calendar day** for each consecutive calendar day beyond the required completion date until Substantial Completion is achieved.

The parties agree that:

- The actual damages the Owner would sustain due to delayed completion would be difficult to accurately determine;
- The liquidated damages amount stated herein is a reasonable estimate of the damages likely to be incurred and is not intended as a penalty; and
- Liquidated damages may be deducted from any monies due or that become due to the Contractor.

Liquidated damages shall not apply to delays caused by events beyond the Contractor's control, provided such delays are properly documented and approved in writing by the Owner through a formal time extension.

The assessment of liquidated damages shall not preclude the Owner from exercising any other rights or remedies available under the Contract Documents or applicable law.

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.

PAYMENT:

To Prime Contractor:

- a. 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. 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.

- d. **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).

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.

PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:

All bids/proposals must be submitted in accordance with the Bid Form (see Attachment G) enclosed. 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 total base bid amount as indicated on the Bid Form (Attachment G). 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/offeror of the individual signing. When requested by Dinwiddie County School Board, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

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

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.

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/offeror 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.

QUALIFICATIONS OF BIDDERS:

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

RECEIPT AND OPENING OF BIDS:

- A. It is the responsibility of the Bidder/Offeror to assure that his/her bid/offeror is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/Proposals received after the time designated for receipt of bids/proposals will not be considered.
- B. 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 Bids/Proposals received.
- D. Acceptance of a bid/proposal by the School Board is not an order to ship or to begin work. Each bid/proposal is received with the understanding that the acceptance in writing by the School Board of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder/Offeror and the School Board, which shall bind the Bidder/Offeror on his part to furnish and deliver the items/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.

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.

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.

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 in accordance with Article 3.3 (Substitutions) of the Instructions to Bidders (AIA-A701). 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.

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.

TERMINATION BY OWNER FOR CONVENIENCE:

- A. Owner may terminate this contract at any time without cause, in whole or in part, in accordance with Article 14.4 (Termination by the Owner for Convenience) of the of the General Conditions of the Contract for Construction (AIA-A201). 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 assigning 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 the contractor for work performed 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/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.

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.

WITHDRAWAL OR MODIFICATION OF BIDS:

Bids may be withdrawn or modified by written notice received from bidders 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.

BONDS:

A payment and performance bond will be required for this project. The winning contractor will need to submit when notified of the award.

8.0 ATTACHMENTS

Attachment A - State Corporation Commission Form

Attachment B – Certification of Contractor

Attachment C – References

Attachment D – Debarment Certification

Attachment E – Pre-Bid Question Form

Attachment F – Not Used

Attachment G – Bid Form

Attachment H – Not Used

ATTACHMENT A – VIRGINIA 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 to assemble, maintain, and repair goods in accordance with contracts by which such goods were sold and shipped into Virginia from the 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 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): ☐

Company name: _____

Authorized Representative Signature: _____

Title: _____

Date: _____

ATTACHMENT B - CERTIFICATION REGARDING DIRECT CONTACT WITH STUDENTS**Certification Required by Virginia Code § 22.1-296.1**

The undersigned certifies that, to the best of his or her knowledge, the Contractor and any employees or subcontractors who will have direct contact with students while performing services under this contract:

1. Have **not** been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; and
2. Have disclosed whether they have been convicted of a crime of moral turpitude, as required by Virginia Code § 22.1-296.1.

The Contractor acknowledges that this certification is a continuing obligation throughout the term of the contract and applies to all current and future employees and subcontractors assigned to perform services under the contract.

The Contractor further acknowledges that making a materially false statement regarding this certification is a **Class 1 misdemeanor** under Virginia law and may result in termination of the contract and any other remedies available to Dinwiddie County Public Schools.

Contractor Name: _____

Authorized Representative: _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT C – REFERENCES

Bidders shall provide a minimum of three (3) references for projects of similar scope, size, and requirements (equal to or greater than those specified herein) that have been satisfactorily completed. For each reference, bidders must include the dates of continuous service or contract period, project location, and the name, address, and telephone number of the project owner.

Only references for work performed within the past five (5) years shall be considered.

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 _____

ATTACHMENT D – DEBARMENT CERTIFICATION**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The undersigned certifies, to the best of his or her knowledge and belief, that the bidder, its principals, and any subcontractors proposed for this contract:

☐ **Are not** presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise prohibited from participating in transactions by any Federal department or agency.

☐ **Are** presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise prohibited from participation by a federal department or agency. (If checked, attach a full explanation.)

The bidder further certifies that:

1. This certification is a material representation of fact upon which Dinwiddie County Public Schools will rely when awarding this contract.
2. If, at any time during the contract period, the bidder becomes debarred, suspended, or otherwise ineligible, the bidder agrees to immediately notify Dinwiddie County Public Schools in writing.
3. The bidder understands that a false certification may result in rejection of its bid, termination of any resulting contract, and other remedies available under applicable federal, state, and local laws.

Certification

I certify under penalty of law that the information provided above is true and correct and that I am authorized to execute this certification on behalf of the bidder.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT E – PRE-BID QUESTION FORM

IFB #27- 072326 MIDWAY ELEMENTARY SCHOOL AUDITORIUM RENOVATION

(Use a separate form for each question submitted)

The following question concerns Drawing Sheet (No.): _____

The following question concerns Specifications Section (No.): _____, Page: _____, Paragraph: _____

All responses to questions will be made by Addendum and posted to our website.

Question submitted by:

Name: _____

Signature: _____

Organization: _____

Date: _____

Bidders shall submit this form to:

Name: Jenna Athey-Dinwiddie County Public Schools

Email: jathey@dcpsnet.org

ATTACHMENT F – NOT USED

ATTACHMENT G - BID FORM

MIDWAY ELEMENTARY SCHOOL - AUDITORIUM RENOVATION
5511 MIDWAY ROAD
CHURCH ROAD, VIRGINIA 23833

Submitted by:

Name of Firm: _____

Contact Person: _____

Contact Phone Number: _____

To: Jenna Athey, VCA
Finance & Procurement Specialist
Dinwiddie County Public Schools
14016 Boydton Park Road
Dinwiddie, Virginia 23841

In compliance with your Invitation for Bids, the undersigned bidder has carefully examined the site of the proposed work and the plans and specifications and hereby proposes to furnish all labor, materials, operational equipment and services necessary for the Midway Elementary School Auditorium Renovation Project, IFB #27-072326, according to the detailed Scope of work provided in this IFB for the consideration of the following amounts:

1. LUMP SUM BASE BID: Midway Elementary School Auditorium Project: furnish all labor, materials, and equipment, and to perform all work indicated in the Bid Documents (Summary of Scope of Work) for the lump sum price of:

_____ \$ _____
Lump Sum Base Bid Price

2. PRICE BREAKDOWN:

Labor	\$ _____
Materials	\$ _____
Total Bid Price	\$ _____

3. PROJECT SCHEDULE: All work over student-occupied areas shall be substantially complete by the date established in the Notice to Proceed or Contract Documents. Final Completion shall be achieved no later than thirty (30) calendar days after the date of Substantial Completion.

4. BID FORM ATTACHMENTS: Contractor shall attach the following documents to their proposal:

- a. A fully executed copy of Bid Form
- b. Bid Attachment A - SCC Compliance Form
- c. Bid Attachment B - Executed copy of "Direct Contact with Students" form

5. PROJECT TIMETABLE & MISCELLANEOUS

5.1 If awarded this project, Work will begin within _____ calendar days of acceptance.

5.2. If awarded this project, Work will be completed within _____ calendar days from the start of the project.

The undersigned further agrees that this proposal may be held as binding for sixty (60) days after opening.

Receipt of Addendum No.(s) _____ is hereby acknowledged.

The undersigned is registered as a (Class 'A')(Class 'B') Contractor under Title 54, Chapter 7, Code of Virginia 1950, as amended, Registration Number _____.

The undersigned is authorized to transact business in the Commonwealth of Virginia and holds Virginia State Corporation Commission I.D. No: _____.

(If none, explain): _____

Tax ID Number: _____.

I certify this work will be 100% complete within the time frame indicated above.

Respectfully submitted,

(Name of Firm)

(Seal if Corporation)

(Street and Number)

(City, State, Zip Code)

By: _____

Title: _____

Date: _____

ATTACHMENT H – NOT USED