



October 21, 2024

**Request for Proposals, RFP-2425-530**

**Danville, VA 24541**

**Furniture and Materials Moving**

**INTRODUCTION**

It is the intent of the Danville Public Schools (DPS) is to award an annual time and materials contract to a licensed contractor to move/relocate furniture and supplies on and/or to any DPS campuses and properties. Because of issuing this Request for Proposal. Sealed proposals will be received at the Office of the Superintendent of Schools, 341 Main Street, Suite 100, Danville, VA 24541, until, but not later than **2:00 PM** local prevailing time, on **November 6, 2024**, at which time they will be opened and publicly read.

Bids should be submitted in a sealed envelope and delivered to:

**Chief Operations Officer  
RFP-2425-530  
Danville Public Schools  
341 Main Street, Suite 100  
Danville, Virginia 24543**

**Envelope shall be marked with Contractors Name,  
Contractor's license number and RFP number**

Any proposal received after the announced time and date of opening, whether by mail or otherwise, will not be considered and returned to the proposer unopened. The right is reserved to reject any proposals, and to waive any informality in RFPs.

**All work performed under this RFP will be with minimal interruptions to the schools.**

## DEFINITIONS

**DPS:** Danville Public Schools

**Bidder:** Person or business offering goods or services to the School Board

**Contractor:** Bidder selected by the School Board to provide goods or services.

**School Board:** City of Danville School Board

**Purchase Order:** The document issued and authorized by Danville Public Schools official for the accomplishment of work set forth by this contract. Purchase Orders will be referred to as PO in this contract.

**Labor Hours:** Any employee time (actual not estimated) expended on project purchase order, verified by copies of payrolls.

**Materials/equipment rental:** Any costs of all materials and equipment charges plus approved Overhead and Profit from Schedule of Values associated with performing purchase order, verified by invoices.

## SCOPE of WORK

The intent of this contract is for a licensed contractors to move/relocate furniture or materials not to exceed 500 pounds within the same location or to another and by means of this annual time and materials contract at all the Danville Public Schools buildings, structures and property owned, leased or occupied by DPS. For a period of 1 year with an option for four (4), 1 year renewals. Danville Public Schools reserves the right to supply some materials needed for work performed. At renewals, labor rate changes will be according to national inflation rates. **Work will be on an as needed basis by and school or department on a single Purchase Orders from Danville Public Schools.** To include but not limited to moving furniture, office supplies, equipment, wrapping boxing/packing items for storage. Equipment (supplied by contractor) needed to accomplish moving will include but not limited to dollies, hand trucks, pallet jacks and trucks or vans. **(Note: the quantity specified noted in each either line item does not represent a minimum or a maximum amount of material, or labor hours. This contract does not prevent Danville Public Schools from making other solicitations for work covered by this contract.)**

## GENERAL

All bidders must conform to the specifications and conditions contained herein and attached hereto. All bids shall remain in effect for ninety (90) days from the date of the bid opening. The Director of Capital Improvements must, in the form of a written addendum, issue any changes in specifications or conditions of this bid.

## PRE BID CONFERENCE

Not Applicable

## **QUESTIONS**

Direct all questions to Walter Lucas, Director of Capital Improvement, by email (wlucas@mail.dps.k12.va.us) no later than seven (7) calendar days before bid date (**October 29, 2024**). All questions and answers will be forwarded to all bidders.

## **REGISTRATION AND LICENSURE**

A. State Registration: All contractors working on this project must be appropriately registered with the State Board for Contractors as a Class A contractor.

B. Business License: The City of Danville requires all contractors to obtain a business license to operate within the city. This license is issued by the Commissioner of Revenue and must be maintained for the life of the contract or project.

C. Prior to the issuance of the Notice to Proceed for this project, validation of all contractors' business license and contractor registration will be verified.

## **BONDS**

If the RFP is \$50,000.00 or more a bid bond is required to be submitted with each bid document in an amount equal to 5 percent (5%) of the bid amount. The successful bidder will be required to provide a performance and payment bond for one hundred percent (100%) of the contract amount.

## **GENERAL PROVISIONS**

1. Any provision requiring School Board to perform any of the actions below shall be unenforceable:
  - a. Requiring the School Board to obtain or maintain any type of insurance.
  - b. Requiring or stating that the terms of the Licensor's form Contract shall prevail over this Addendum;
  - c. Requiring the School Board to defend, indemnify or to hold the Licensor harmless for third party claims of any kind;
  - d. Imposing interest charges exceeding those permitted by *Code of Virginia*, § 2.2-4347 through 2.2-4354, Prompt Payment;
  - e. Requiring the application of law other than Virginia law in interpreting or enforcing the contract, or requiring or permitting that any dispute under the contract be resolved in any court other than an appropriate state circuit court in Virginia;
  - f. Requiring School Board to pay liquidated damages, or requiring the School Board to make any payment for lost revenue or profits if the Contract is terminated before its

ordinary period;

- g. Requiring School Board to agree to or be subject to any form of equitable relief not authorized by the Constitution or laws of Virginia;
  - h. Limiting or adding to the time period within which claims can be made or actions can be brought;
  - i. Permitting unilateral modification of this contract by Licensor, or deeming School Board to agree to a modification by means other than affirmatively signing a modification agreement on paper;
  - j. Binding School Board to any arbitration process or decision;
  - k. Obligating the School Board to pay costs of collection or attorney's fees.
  - l. Placement of any liens against Danville Public Schools' property, construction or mechanical
2. Default and Remedy. Provided the amount to be paid Contractor by School Board exceeds \$250,000, School Board shall be entitled to the following remedies after written notice to Contractor in the event of breach and a reasonable period of time to cure such breach (1) termination of Contract and hiring another Contractor to complete such work contracted for under the Contract, (2) initiating the appropriate legal action to which Licensor may be entitled under applicable federal, state, or local laws, rules, or ordinances, in a court of competent jurisdiction, including and not limited to, seeking an injunction or specific performance. Contractor shall pay School Board any damages caused by Contractor's default on any of the terms of the Contract.
3. Termination for Cause and Convenience. Provided the amount to be paid Contractor by School under the Contract exceeds \$10,000, the Parties agree that School Board may terminate this Contract at any time, for any reason. Unless the Contract is terminated for cause due to the fault of Contractor, School Board agrees to pay Contractor for any portion of the work already performed if the Contract is terminated for convenience.
4. Equal Opportunity. The Parties acknowledge that the Contract is a "federally assisted construction contract" within the meaning of 41 CFR 60.3, as it involves the "construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services." Accordingly, during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor because of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Compliance with Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, incorporated herein by reference. Provided the amount paid Contractor under the Contract exceeds \$100,000, and mechanics or laborers will be used by Contractor to perform the work under the Contract, Contractor agrees to comply with the requirements of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), incorporated by reference, and agrees to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. In the event any mechanic or laborer of Contractor performs work under the Contract in excess of the 40-hour standard work week, Contractor agrees that it shall pay such worker at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Moreover, Contractor agrees that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous.
6. Compliance with Clean Air Act. Provided the amount paid Contractor under the Contract exceeds \$150,000, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, which are incorporated herein by reference. —Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **Debarment and Suspension.** Contractor agrees that it shall not hire or retain any subcontractor to assist with the work performed under the Contract if such subcontractor is listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), incorporated herein by reference.
  
8. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) –In the event the amount paid Contractor under the Contract exceeds \$100,000, Contractor agrees and certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

Indemnification. In addition to Contractor's indemnification obligations contained elsewhere in the Contract, Contractor agrees to indemnify and hold harmless School Board, its officers, employees, agents, and assigns, against any and all claims, costs, causes of action, suits, judgments and expenses, including attorney's fees and expenses, arising out of any breach by Contractor of the provisions contained in this solicitation.

In addition, the Parties agree that the Contract shall be deemed to incorporate provisions that the Virginia Public Procurement Act requires to be included in public contracts. These can be found in the following Sections of the *Code of Virginia* and are incorporated herein by reference: § 2.2-4363 (procedure for filing claims); § 2.2-4354 (requirement to pay subcontractors); § 2.2-4311 (non- discrimination in contracts above \$10,000); § 2.2-4312 (drug-free workplace in contracts above \$10,000); § 2.2-4311.1 (compliance with federal immigration law); and § 2.2-4311.2 (authorization to transact business in Virginia, if legally required).

## **INSURANCE REQUIREMENTS**

By signing and submitting a quote under this solicitation, the vendor certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers compensation insurance in accordance with 11-46.3 and 65.2-800 et seq. of the Code of Virginia. The bidder further certifies that the contractor and any subcontractors will maintain the 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.

1. The contractor, prior to commencing work, shall provide, at his own expense, the following insurance to the School Board evidenced by certificates of insurance. Each certificate shall require that notice be given, thirty (30) days prior to cancellation or material change in the policies, to the Director Construction.

2. Virginia workers' compensation including occupational disease and employer's liability insurance.
  - a. STATUTORY - Amount and coverage as required by workers' compensation laws of the Commonwealth of Virginia.
  - b. EMPLOYER'S LIABILITY - \$100,000 for each accident, \$100,000 for each occurrence.
  - c. LIABILITY - The contractor shall maintain a general liability policy, which includes the following coverage:
    - a. Premises - operations
    - b. Products/completed operation hazard
    - c. Contractual insurance
    - d. Independent contractor

The comprehensive general liability policy shall have bodily injury and property damage combined with a single limit of liability of \$1,000,000 minimum, per occurrence.

Automobile liability insurance with minimum combined single limits of \$500,000 per occurrence. This insurance shall include bodily injury and property damage for the following coverages:

- a. Owned
- b. Non-owned
- c. Hired vehicles

Professional liability insurance with minimum limits of \$250,000 per claim and \$250,000 aggregate limit of liability.

- B. The contractor shall add the Danville School Board as a rider on the above insurance policies for the duration of this contract.
- C. The contractor must be bonded and insured and have a current VA state contractor's and City of Danville Business License. Contractors not already on our vendor list will be required to supply a W -9 form to Danville Public Schools in order to be placed on our listing prior to commencing work. Evidence of insurance will be required prior to the contractor receiving the award.

### **SUBCONTRACTING**

- D. The contractor may subcontract services to be performed with the prior approval of Danville Public Schools, which will not be unreasonably delayed. Such approval will not be considered as making Danville Public Schools a part of such a contract. Nor shall it subject Danville Public Schools to liability of any kind from any subcontractor. Danville Public Schools will deal solely with the general contractor.



## **INDEMNIFICATION**

- A. The contractor shall assume the defense of and indemnify and hold harmless the School Board, its officers and agents, and employees from and against any damages to property or injuries to or death of any person or persons, including property and employees or agents of Danville Public Schools, its agents, officers, and employees, from any claims, demands, suits, actions, or proceedings of any kind, including worker's compensation claims, of or by anyone, in any way resulting from or rising out of the operations in connection with the work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Contractor or Contractor's subcontractors. Contractor shall procure and maintain, at the Contractor's own expense, any additional kinds and amount of insurance that, in the contractor's own judgment, may be necessary for Contractor's proper protection in the prosecution of the work.
- B. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorney and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Danville School Board, and/or its officers, agents, and employees, in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Danville School Board, its agents, officers, and employees as herein provided.
- C. The Contractor shall assume all risk and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage the work caused by acts of God, acts of Public Enemy, acts of Government, quarantine restrictions, general strikes, through trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by Danville Public Schools.
- D. The Contractor shall alone be liable and responsible for, and shall pay, any and all loss damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.
- E. The Contractor, however, will not be obligated to indemnify Danville Public Schools, its officers, agents, or employees against liability for damage arising out of bodily injury to persons or damages to property caused by or resulting from negligence of the Danville Public Schools or its officers, agents, and employees.

## **EQUAL EMPLOYMENT**

During the performance of the contract, the contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause.
- B. The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.
- C. The Contractor, in solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.
- D. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient to meet this section's requirements.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- F. The Contractor does not and shall not during the performance of this contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

## **SCC NUMBER**

- A. Contractors organized as a stock or non-stock 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 Virginia Title 13.1 or Title 50 or as otherwise required by law.
- B. A contractor organized or authorized to transact business in the Commonwealth pursuant to Virginia Title 13.1 or Title 50 shall include in its bid, quote, or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offer 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 or proposal a statement describing why the bidder or offer is not required to be so authorized.

## **SPECIAL CONDITIONS**

- A. Danville Public Schools is a No Smoking facility. **Smoking, Vaping, or use of any Tobacco products are NOT allowed in or on the building, on school grounds or in vehicles located on school grounds. Failure to abide by this rule will be grounds for removal of the guilty party or cancellation of contract.**
  
- B. Prior to awarding a contract for the provision of services that require the contractor and sub-contractors for his/her employees to be in the presence of students during regular school hours or during school- sponsored activities, the School Board will require the contractor, and when relevant, any employee who will have direct contact with students, to provide certification:
  - 1. **That he or she had not been convicted within the last seven (7) years of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and,**
  
  - 2. **Whether he or she has been convicted of a crime of moral turpitude.**

Legal Refs. Code of Virginia, 1950, as amended, Sections 2.2-4300 et seq., 22.1-296.1

## **DRUG-FREE WORKPLACE**

During the performance of this contract, the contractor must agree to the following:

- A. Provide a drug-free workplace for the contractor's employees.
  
- B. 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 or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  
- C. State in all solicitations or advertisements for employees placed by the contractor that the contractor maintains a drug-free workplace.
  
- D. Include the above provisions in every contract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.

## **CONTRACT MODIFICATION PROCEDURES**

Either Owner-Initiated or Contractor-Initiated Change Proposal Request: The owner or their representative will issue a detailed description of proposed work that may require an adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawing and Specifications. Upon request and within the time specified, the contractor shall submit a quotation estimating cost adjustment to the Contract Sum and the Contract Time necessary to execute the change.

## **REFERENCES and BACKGROUND CHECKS**

Anyone submitting an RFP must provide a minimum of three (3) references in which similar contracts have been provided to school or educational organizations. This reference list must include the name, address, and telephone number of a key contact person and a brief description of the services provided.

Any employee working at a school site when students are present must have completed a Virginia State Police background check. Documentation is to be submitted by the proposer to an officer of Danville Public Schools prior to initiating work.

## **COST PROPOSAL**

Proposers must describe and define costs associated with the performance of this contract as noted on Bid pages.

## **SUBMISSION OF PROPOSAL**

**One original and two copies of the written proposal and at least three renditions of previously designed signage must be forwarded to Danville Public Schools, Office of the Chief Operations Officer, 341 Main Street, Suite 100, Danville, VA 24541, no later than 2:00 PM on November 6, 2024. Any bid not in compliance with these instructions will be marked non-complaint and thrown out.**

## **BID EVALUATION**

IN DETERMINING THE "LOWEST RESPONSIBLE BIDDER", IN ADDITION TO PRICE AND EQUALS, THE FOLLOWING FACTORS WILL BE CONSIDERED:

1. Compliance with bid requirements.
2. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
3. The quality of performance of previous contracts or services with Danville Public Schools.
4. Total of calculated annual Unit Price. Including Mark-up percentage.

### **The bidder further agrees that:**

1. Danville Public Schools, in protecting its best interest, reserves the right to reject any bids or waive any defects in favor of Danville Public Schools. Any changes, erasures, deletions in the unit price on the quote sheet, modifications in the bid form, or alternate proposals not specified in the bid proposal shall make the proposal irregular and subject to rejection.
2. All quantities listed are estimates only, Danville Public Schools reserves the right to raise, lower, or eliminate any quantity or item, and in any case, the unit or lump sum prices shall be used in determining partial or final payment.
3. If awarded the contract, they will execute and deliver to Danville Public Schools within ten (10) consecutive calendar days after their receipt of the contract documents, a

satisfactory Performance Bond and Payment Bond, as required, in the amount of one hundred percent (100%) of the contract amount along with the signed agreement.

4. In case of failure on their part to execute an agreement within ten (10) consecutive calendar days after written notice being given on the award of the contract, the monies payable by the Security accompanying this bid shall be paid to Danville Public Schools, as liquidated damages for such failure; otherwise, the Security accompanying this bid shall be returned to the bidder.

The undersigned hereby declares that he or she are the only person or persons interested in the proposal as principal or principals; that this proposal is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder also declares that he/she has examined the site of the work and is informed fully in regard to all conditions pertaining to the place where the work is to be done; that the specifications for the work and contractual documents relative thereto have been examined, and has read all special provisions furnished prior to the bid opening; that he/she has satisfied themselves relative to the work to be performed, and materials and equipment to be furnished.

#### **WITHDRAWAL OF BIDS DUE TO ERROR**

**Withdrawal of bids due to error shall be governed by section 11-54 of the code of Virginia**

The bidder proposes and agrees, if this proposal is accepted, to contract with Danville Public Schools to furnish all necessary material, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to perform in full and complete the requirements of the specifications and contract documents, to the full and entire satisfaction of Danville Public Schools.

All bids shall remain in effect for ninety (90) days from the date of the bid opening.

#### **SUMMARY**

It is the responsibility of the proposer to submit a proposal that best meets the requirements outlined in this Request for Proposal. The proposer may elect to include information not requested and the content of the proposal shall be at the discretion of the Proposer.

Work performed by this solicitation shall not interfere with the operations of the facilities in which work is performed.

The Danville Public Schools is an equal opportunity employer. The contract, when negotiated will require that the awarded contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin

#### **ORDERING WORK:**

All work will be ordered in phases as a PO (Purchase order). The PO request will be made either verbally or in writing and consist of rough description and location of work. Upon request, the

contractor will schedule and meet with the customer, Danville Public Schools, to discuss items to be moved. The contractor will submit estimated cost for work broken down by labor hours and or materials within two (2) calendar days for review. PO will have listed the agreed upon estimated labor hours, itemized by line item and contractor's estimated materials costs with mark up. The PO will also have noted the completion date to have PO completed based on Completion Schedule. Upon the completion of PO, the contractor will notify the City's Representative to schedule a final inspection.

**Work Schedule**

<u>Task</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Annual Total</u>
<b>001 Moving items within same building</b>				
(plus overhead and profit):	<b>2,500</b>	\$ _____	/HR	\$ _____
<b>002 Moving items to other buildings</b>				
(plus overhead and profit):	<b>2,500</b>	\$ _____	/HR	\$ _____
<b>003 Packing items for moving/storage</b>				
(plus overhead and profit):	<b>2,000</b>	\$ _____	/HR	\$ _____
<b>004 Administrative Labor</b>				
(plus overhead and profit):	<b>1,000</b>	\$ _____	/HR	\$ _____
		<b><u>Total estimated annual cost:</u></b>		<b>\$ _____</b>
<b>005 Estimated Materials/equipment rental mark-up:</b>		<b><u>\$75,000.00</u></b>		<b>\$ _____ %</b>

**Completion Schedule:**

Work for each PO is to start within two calendar days after PO issuance and completed in accordance with the following schedule:

<u>Issuance Amount</u>	<u>Completion Time</u>
\$1.00 – \$5,000.00	5 Calendar Days
\$5,001.00 - \$15,000.00	10 Calendar Days
\$15,001.00 - \$30,000.00	15 Calendar Days
\$30,001.00 - \$75,000.00	25 Calendar Days
\$75,001.00 and higher	3 Calendar Days for every \$2,000.00

### **ANNUAL RENEWALS:**

Sixty (60) Calendar days prior to contract anniversary the Contractor will be notified in writing of Danville Public Schools intent to renew contract for another one (1) year term. Upon receipt of notification, the Contractor shall submit to Danville Public Schools Representatives suggested labor increases **based on the CPI Inflation Rate**. The Danville Public Schools will meet with Contractor to negotiate and agree to final annual increase of labor hourly fees

### **INVOICING**

The contractor may submit a monthly invoice for all completed PO's using company invoice form for Application for payment. Each payment request must have the RFP and PO number denoted on it and include copies of payroll statements with the names of all employees and actual hours each worked on PO's. Also included in the invoice will be copies of all material receipts and any equipment rentals. Showing mark-up on total cost of all materials or equipment rentals. Each payment request must be sent either by standard mail or electronically to the Director of Capital Improvements at 341 Main St Suite 100, Danville VA. 24541.

### **COMPLETION TIME**

**Work is to be completed within the PO's completion schedule (as noted in the "Completion Schedule" noted above). There will be liquidated damages of \$50.00 assessed for each day after the completion date**

### **DEBRIS DISPOSAL**

The Contractor shall clean work area of all trash and debris daily.

**\*\*Required to be submitted with Bid\*\***

**RFP-2425-530**

You hereby certify and acknowledge that you agree that the terms of this agreement will be governed by the laws of the Commonwealth of Virginia and that the City of Danville is the appropriate jurisdiction and venue to settle any matters that may come in dispute over this contract or agreement.

Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name (print or type) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

<u>Task</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Annual Total</u>
<b>001 Moving items within same building</b>				
(plus overhead and profit):	<u>2,500</u>	\$ _____	/HR	\$ _____
<b>002 Moving items to other buildings</b>				
(plus overhead and profit):	<u>2,500</u>	\$ _____	/HR	\$ _____
<b>003 Packing items for moving/storage</b>				
(plus overhead and profit):	<u>2,000</u>	\$ _____	/HR	\$ _____
<b>004 Administrative Labor</b>				
(plus overhead and profit):	<u>1,000</u>	\$ _____	/HR	\$ _____
		<u>Total estimated annual cost:</u>		\$ _____
<b>005 Materials/equipment rental mark-up:</b>		<u>N/A</u>		\$ _____ %



**\*\*Required to be submitted with Bid\*\***

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**IS A COPY OF YOUR CLASS (A) VIRGINIA CONTRACTORS LICENSE INCLUDED?**

**YES                  NO**

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**BID BOND ENCLOSED**

**YES                  NO**

**DETERMINATION THAT COMPETITIVE BIDDING  
IS NOT PRACTICABLE AND/OR NOT FISCALLY  
ADVANTAGEOUS TO THE PUBLIC FOR THE  
PROCUREMENT OF GOODS/SERVICES/INSURANCE**

The Superintendent (or his/her authorized designee) and the School Board of the City of Danville, Virginia, have concluded that the procurement of the following goods/services/insurance should be procured by competitive bidding:

**Furniture and Materials Moving  
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In accordance with the provisions of Section 11-41C.1 of the Code of Virginia, 1950, as amended, the Superintendent (or his authorized designee) and the School Board have determined that competitive sealed bidding is not practicable and/or not fiscally advantageous to the public for the procurement of such goods/services/insurance for the following reasons:

This service is so diversified we are concerned that specific specifications would knock out some of the competition. It is more practical to keep as much competition as possible for this service.

**\*\*Required to be submitted with Bid\*\***

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**ANTI-COLLUSION CERTIFICATION**

The Offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The Offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

**\*\*Required to be submitted with Bid\*\***

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**Background Certificate**

I certify that the applicant firm complies with the *Code of Virginia § 22.1296.1*, regarding providing certification from the company and any employee that will come in direct contact with students, for the provision of services under this contract.

I certify that the applicant firm and any of its employees, that will come in direct contact with students, have (i) never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (ii) convicted of a crime or moral turpitude.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

**Employee Certifications** (Employees that will come in direct contact with students)

I certify that I have never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (ii) convicted of a crime or moral turpitude.

Printed Name

\_\_\_\_\_

Signature

\_\_\_\_\_

(Attach an additional sheet if necessary.)

**\*\*Required to be submitted with Bid\*\***

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**MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION**

The Proposer should complete the following information:

Is Proposer a qualified minority or women-owned business enterprise (MBE/WBE)?

Yes: \_\_\_\_\_ No: \_\_\_\_\_. Regardless of response to this question, Bidder shall complete the following:

Will Bidder be using subcontractors? Yes: \_\_\_\_\_ No: \_\_\_\_\_

In conjunction with the desire of the School Board of the City of Danville, VA's policy to utilize Minority and Women-Owned Business Enterprises wherever possible, the Bidder (Proposer) has solicited quotations for labor, material, and/or services from the following MBE/WBE: (Attach additional sheet if necessary.)

	<u>Type of Labor, Service</u>		
1. <u>Name of Firm</u>	<u>Person(s) Contacted</u>	<u>or Material Quoted</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____

2. Of those Listed above, we intend to utilize the following MBE/WBE in completion of the work required by this contract. (Attach an additional sheet if necessary.)

	<u>Type of Labor, Service</u>	<u>Amount of Contract</u>
<u>Name of Firm</u>	<u>or Material Quoted</u>	<u>Subcontract</u>
_____	_____	_____
_____	_____	_____

The Bidder will utilize the indicated MBE/WBE firms in this project. If the Proposer determines not to use the indicated MBE/WBE, Bidder must notify the School Board and provide a valid non-discriminatory business reason for not employing the MBE/WBE.

3. If the MBE/WBE's indicated in paragraph 1 will not be utilized, please state the reason for each firm. (Attach an additional sheet if necessary.)

Name of Firm

Results of Contact

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4. If unable to contact MBE/WBE's, please indicate efforts made: (Attach an additional sheet if necessary.)

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This firm has made a good faith effort to utilize MBE/WBE's whenever possible.

Offeror: \_\_\_\_\_

(Firm)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(Telephone)

(FAX)

\_\_\_\_\_

(Ink Signature and title)

\_\_\_\_\_

(Date)

(Seal and attest Seal if Proposal is by Corporation)

**\*\*Required to be submitted with Bid\*\***

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**Contractor Data Sheet**

1. Qualification of Bidder: The Bidder shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. Years in Business: Indicate the length of time the Bidder has been in business providing the goods/services in this solicitation: \_\_\_\_\_ year's \_\_\_\_\_ months.
3. References: Bidders shall provide a listing of a least three (3) references for whom the company has provided specified good/services of the same or greater scope offered within the last three (3) years. Danville Public Schools cannot be used as a reference.

(1) Firm Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

(2) Firm Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

(3) Firm Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**\*\*Required to be submitted with Bid\*\***

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**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or no procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and No procurement Programs* issued by the General Services Administration.
  
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
  
3. The Offeror shall provide immediate written notice to the Danville Public Schools Chief Financial Officer if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to DPS, the Chief Financial Officer may terminate the contract resulting from this solicitation for default.

**Printed Name of Representative:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_ / \_\_\_\_\_

**Company Name:** \_\_\_\_\_

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

**City/State/Zip:** \_\_\_\_\_

**SSN or TIN No:** \_\_\_\_\_



**\*\*Required to be submitted with Bid\*\***

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**Compliance with Virginia Law**

**For Transacting Business in Virginia**

The undersigned hereby agrees, if this Bid/Proposal is accepted by DPS, for such services and/or items that the undersigned has met the requirements of the Virginia Code Section 2.2-4311.2

Please complete the following by checking the appropriate line that applies and providing the requested information:

A. \_\_\_\_\_ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder /offeror's Identification Number issued to it by the SCC is \_\_\_\_\_. (The SCC number is NOT your federal ID number).

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

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

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

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

