

December 15, 2025

NOTE: Danville City Public Schools conducts all procurement activities in accordance with Virginia Procurement act and proposals in response to DCPS solicitations must be submitted in accordance with the instructions below on or before the date and time stipulated in the solicitation.

Invitation to Bid

RFP – 2526-535

Project Title: Second-Shift Custodial Services

It is the intent of Danville City Public Schools (DPS) to award a second-shift contract for custodial services including, snow and ice removal from all sidewalks and egresses at Schoolfield Elementary School, 1400 W. Main Street, Danville, VA and the Langston Campus. The Langston Campus consist of Galileo Magnet High School, 228 Cleveland Street, Danville, VA, DPS Central School Board Office, 220 Cleveland Street, Danville and Innov8 Academy, 141 Goode Street, Danville. Submit bids for Schoolfield Elementary School and The Langston Campus separately and they must contain all known and anticipated services set forth in the RFP, information provided by DPS and that which is obtained through the on-site visits. The Langston Campus bid must be all inclusive. Submittals will be received no later than **11:30 a.m.** local prevailing time on, **January 5, 2026**. The implementation of this second-shift contract will not impact the current first shift custodial staff employed by Danville Public Schools.

PROPOSAL SUBMISSION OPTIONS

Paper Submissions

Three copies of the written proposal must be submitted if paper submission is chosen.

Proposals should be submitted in a sealed envelope and mailed to:

Chief of Schools
Jo Ellen Hylton
Danville Public Schools
341 Main Street, Suite 100
Danville, VA 24541

Electronic Submissions

Electronic proposal submission with required documents attached is also an option. Offerors must be registered in eVA in order to submit an electronic proposal. Offerors must submit one (1) complete copy of the proposal and all required documents and/or attachments.

The following are instructions for submitting an electronic proposal:

- a. Go to www.eva.virginia.gov;
- b. Click on "I Sell To Virginia";
- c. Click on "eVA Supplier Training"; and
- d. Click on "Viewing and Responding to Solicitations Video".

If an Offeror needs assistance submitting an electronic response, the Offeror must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

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 and all proposals, and to waive any informality in RFPs.

No late proposals will be accepted. It is the sole responsibility of the offerors to ensure that proposals are delivered to the Purchasing Supervisor by the designated date and hour.

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 also 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 for the purpose of meeting the requirements of this section.
- 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. 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.

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by DPS the items or services offered and accompanying attachments shall constitute a contract.

Note: Danville does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:	Telephone/Fax No.:	
	E-Mail Address:	
	Federal Employer Identification No.:	
	OR	
	Federal Social Security No.:	
	(Sole Proprietor)	
	Prompt Payment Discount:	___% for payment within ___ days/net ___ days
	State Corporation Commission (SCC) Identification No.:	

By signing this proposal, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting set forth in Appendix B, and by any other relevant certification set forth in Appendix B.

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: LARGE (Y) SMALL (B)

MINORITY-OWNED SMALL (X) MINORITY OWNED LARGE (V) WOMEN-OWNED SMALL (C)

WOMEN OWNED LARGE (A) NON PROFIT (9)

CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION

Vendor Legally Authorized Signature _____ Date _____

Print Name and Title _____

Sealed proposals subject to terms and conditions of this Request for Proposal.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPMM32) rev DPS 10/2



DEFINITIONS:

Bidder: Person of business offering goods or services to the Danville School Board.
Contractor: Bidder selected by the Danville School Board to provide goods or services.
School Board: Danville School Board

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 EVS and Operations must, in the form of a written addendum, issue any changes in specifications or conditions of this bid.

QUESTIONS

Direct all questions to Mike McVay, Director of EVS and Operations, by email (mmcvay@mail.dps.k12.va.us) no later than five (5) business days before bid date. All questions and answers will be forwarded to all bidders.

PRE-BID CONFERENCE

There will be a voluntary pre-bid conference starting at 1:00 pm on Monday, December 29, 2025. Meet at the entrance of Schoolfield Elementary School.

BID EVALUATION

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

1. Scope of work.
2. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
3. The quality, availability and adaptability of the goods or services to the particular use required.
4. The quality of performance of previous contracts or services with Danville Public Schools.
5. Price.
6. Contractor distance to job site – please detail in proposal.

TERMS

The term of this Contract shall be for ONE year with a 30 day cancellation notice WITH OPTION TO RENEW. The contract period shall begin on Tuesday, January 20, 2026. At that time, the Contractor will be required to have all necessary employees hired and ready to work.

PAYMENTS

Danville Public Schools operates on net 30 payment terms. An itemized invoice will be provided to DPS on the first of each month. Invoices may be emailed to accountspayable@mail.dps.k12.va.us and jglass@mail.dps.k12.va.us. Charges arising from exceptional circumstances or events in the prior billing period will be reviewed and included in the next invoice cycle.

REGISTRATION AND LICENSURE

Proposers submitting shall be properly licensed to practice custodial services in the Commonwealth of Virginia at the time of proposal submission and throughout the project.

SPECIAL CONDITIONS

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.**

- A. Prior to awarding a contract for the provision of services that require the Proposer to be in the presence of students during school- sponsored activities, the School Board will require the proposer, and when relevant, any employee who will have direct contact with students, to provide certification:
1. That he or she has not been convicted within the last seven (7) years of a felony and,
 2. That he or she has never been convicted of any offense involving the sexual molestation or physical

or sexual abuse or rape of a child; and

3. **Whether he or she has been convicted of a crime of moral turpitude.**
4. **Contractors must adhere to DPS background check policy at the contractor's expense.**

Legal Refs. Code of Virginia, 1950, as amended, Sections 2.2-4300 et seq., 22.1-296.

SUBCONTRACTING

The contractor may subcontract services to be performed with the prior approval of Danville Public Schools, which will not be unreasonably denied, conditioned or delayed. Subcontractors are held to the same guidelines as contractors. Such approval will not be considered as making Danville Public Schools a part of such contract. Nor shall it subject Danville Public Schools to liability of any kind from any subcontractor. Danville Public Schools will deal solely with the contractor.

RELEVANT EXPERIENCE

Proposals must include professional experience details for three (3) references, with at least one reference representing an educational client. Each reference should include the individual's name, organization, role, contact information, and a brief description of the services provided.

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. 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.

- A. 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, to the Director of Environmental Services.

The contractor shall add the Danville School Board as a rider on the below mention insurance policies for the duration of this contract.

- a. Virginia workers' compensation including occupational disease and employer's liability insurance.
 - i. STATUTORY - Amount and coverage as required by workers' compensation laws of the Commonwealth of Virginia.
 - ii. EMPLOYER'S LIABILITY - \$100,000 each accident, \$100,000 each occurrence.
 - iii. LIABILITY - The contractor shall maintain a general liability policy which includes the following coverage:
 1. Premises - operations
 2. Products/completed operation hazard
 3. Contractual insurance
 4. Independent contractor
- b. The comprehensive general liability policy shall have a bodily injury and property damage combined single limit of liability of \$1,000,000 minimum, per occurrence. Danville Public Schools must be added as an additional insured.

- c. 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:
 - i. Owned
 - ii. Non-owned
 - iii. Hired vehicles
 - d. Professional liability insurance with minimum limits of \$250,000 per claim and \$250,000 aggregate limit of liability.
- B. The contractor must be bonded and insured and have a current City of Danville Business License. Contractor not already on our vendor list will be required to complete a Danville Public Schools Vendor form and supply a W-9 form to be placed on our listing prior to commencing work. Evidence of insurance will be required prior to contractor receiving award.
- C. Evidence of insurance will be required prior to contractor receiving award.

SCOPE OF SERVICE

1. The Danville City Public School System is requesting a cost proposal for all custodial services and snow and ice removal from all sidewalks and egresses at the following locations:
 - A. Schoolfield Elementary School (Exhibit A), 1400 W. Main Street, Danville, VA
 - B. The Langston Campus, which consists of the following.
 - a. Innov8 Academy, 141 Goode Street, Danville, VA (Drawing 5A-111)
 - b. Galileo Magnet High School, 228 Cleveland Street, Danville, VA (Drawings 1A-101,2A-111,3A-111, 4A-111, 4A-112)
 - c. DPS Central School Board Office (Drawing 6A-111, 6A-121).
2. This proposal outlines year-round, second shift custodial services. The shift begins at 5:00 p.m. and ends at 1:30 a.m., allowing a 30 minute lunch break. The buildings will be closed on the following holidays and the Contractor will not be paid: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, MLK, Jr. Day, Memorial Day, and Juneteenth. Schedule changes may be required. The Contractor will be notified at the earliest opportunity following the identification of any relevant updates, changes, or issues with the schedule.
3. It is expected the Contractor will work when the schools are closed due to inclement weather or other facility related closings, if deemed safe, except the outlined holidays. Unless notified otherwise.
4. The contractor is responsible for a training program for their employees. This program shall consist of proper cleaning procedures as well as the proper care and usage of equipment.
5. The contractor shall provide an on-site supervisor for a minimum of 20 hours per week. Responsibilities will include, but not limited to: conducting regular inspections to ensure building cleanliness, maintaining ongoing communication with the Director and Assistant Director of Environmental Services.
6. Cleaning team should notify the Supervisor of any damage or areas that need maintenance attention.

The Supervisor will notify the Director and Assistant Director of Environmental Services ASAP.

7. The successful Contractor must maintain a pool of trained and qualified substitutes with the required background checks available at short notice to ensure that all locations are adequately staffed in the event of illness or injury. It is expected the Contractor will always operate with a full complement of staff. On days that are not fully staffed, a deduction will be made against the Contractor's regular invoice. The Contractor must also keep track of absenteeism. This data must be provide to Danville Public Schools upon request. If the supervisor is absent for more than 3 consecutive days, a substitute is required and DPS is to be notified.
8. The contractor will provide set-ups and tear-downs for extra-curricular activity needs, sporting events, or rental contracts'. These events may require the Contractor to modify the cleaning schedule to accomplish the necessary setup and tear-down. The Contractor may choose to schedule support clean-up on the day after the event if the delaying of the clean-up does not detract from or interfere with the overall look or environment of the school building or other scheduled activities.
9. Scheduled use of the facilities on the weekends will occasionally occur. The Contractor will be responsible for opening and preparing the facility for scheduled use on a Saturday and/or Sunday, which may include the concessions buildings and athletic fields. The Contractor will sometimes be required to provide extra or special coverage on Saturdays or Sundays with short notice. These services will be billed as an extra charge.
10. All custodians will be required to shovel snow and spread ice-melt on sidewalks and entrances, as needed. Custodial team will be responsible for weekly grounds cleaning, including but not limited to picking-up trash.
11. The Contractor is responsible for the security of all facilities during the cleaning operation. Contractor should have knowledge of the location of breakers, alarm panels, lighting controls, and equipment. It is incumbent for the Contractor to ensure all facilities at the end of each shift to secure all doors, turn off all but designated lights, ensure all windows are closed and alarms are set.
12. Danville Public Schools will provide chemicals, products, and equipment that meet OSHA standards. DPS will provide a Material Safety Data Sheet (MSDS) at each location. Necessary safety equipment and personal protective equipment (PPE) will also be provided by DPS.
13. DPS will provide the Contractor with alarm codes for each facility. A set of security codes for all facilities will be issued to the Supervisor.
14. Keys and identification badges will be supplied by Danville Public Schools. All keys and door access badges must be signed out by the Contractor's supervisor. At no time will Contractor or any of its employees make copies of any keys issued. There will be a \$25.00 charge for the replacement of any lost or stolen keys or door access badges.
15. Schedule of duties for Schoolfield Elementary School and The Langston Campus.

Schedule of Duties – Schoolfield Elementary School

Classrooms and Instructional Areas

- | | |
|---|-------------|
| • Remove all trash and replace liners | Daily |
| • Remove debris and reset classroom order | Daily |
| • Wipe and disinfect desks, tabletops, and high-touch points. | Daily |
| • Spot Dust | Daily |
| • Detailed Dust | Weekly |
| • Vacuum carpeted areas and rugs | Daily |
| • Sweep and/or dust mop and spot mop classroom hard floors | Daily |
| • Fully mop every classroom floor | Semi-weekly |
| • Clean all vents | Weekly |

Corridors, Entrances, and Common Areas

- | | |
|---|-------------|
| • Clean, disinfect, and polish drinking fountains | Daily |
| • Empty hallway trash (if applicable) | Daily |
| • Sweep and/or dust mop hallways and entrances | Daily |
| • Spot mop high-traffic areas | Daily |
| • Fully mop hallways and high-traffic areas | Semi-weekly |
| • Clean all vents | Weekly |
| • Clean TV screens | Weekly |

Restrooms

- | | |
|---|--------|
| • Remove trash and sanitary waste. Replace trash bags (DO NOT DUMP) | Daily |
| • Clean and disinfect toilets, urinals, sinks, counters, and partitions | Daily |
| • Sanitize walls and stall areas | Daily |
| • Clean mirrors | Daily |
| • Sweep and/or dust mop | Daily |
| • Fully mop floors | Daily |
| • Clean all vents | Weekly |
| • Check dispensers and refill as needed | Daily |
| • Remove all Graffiti | Daily |

Library and Office Areas

- | | |
|---|-------------|
| • Remove all trash and replace liners | Daily |
| • Remove debris and reset order | Daily |
| • Wipe and disinfect desks, tables, chairs, and high-touch points | Daily |
| • Sweep, and/or dust mop, and/or vacuum | Daily |
| • Detail floors (mop, vacuum) | Semi-weekly |
| • Clean any display case | Daily |
| • Clean all vents | Weekly |

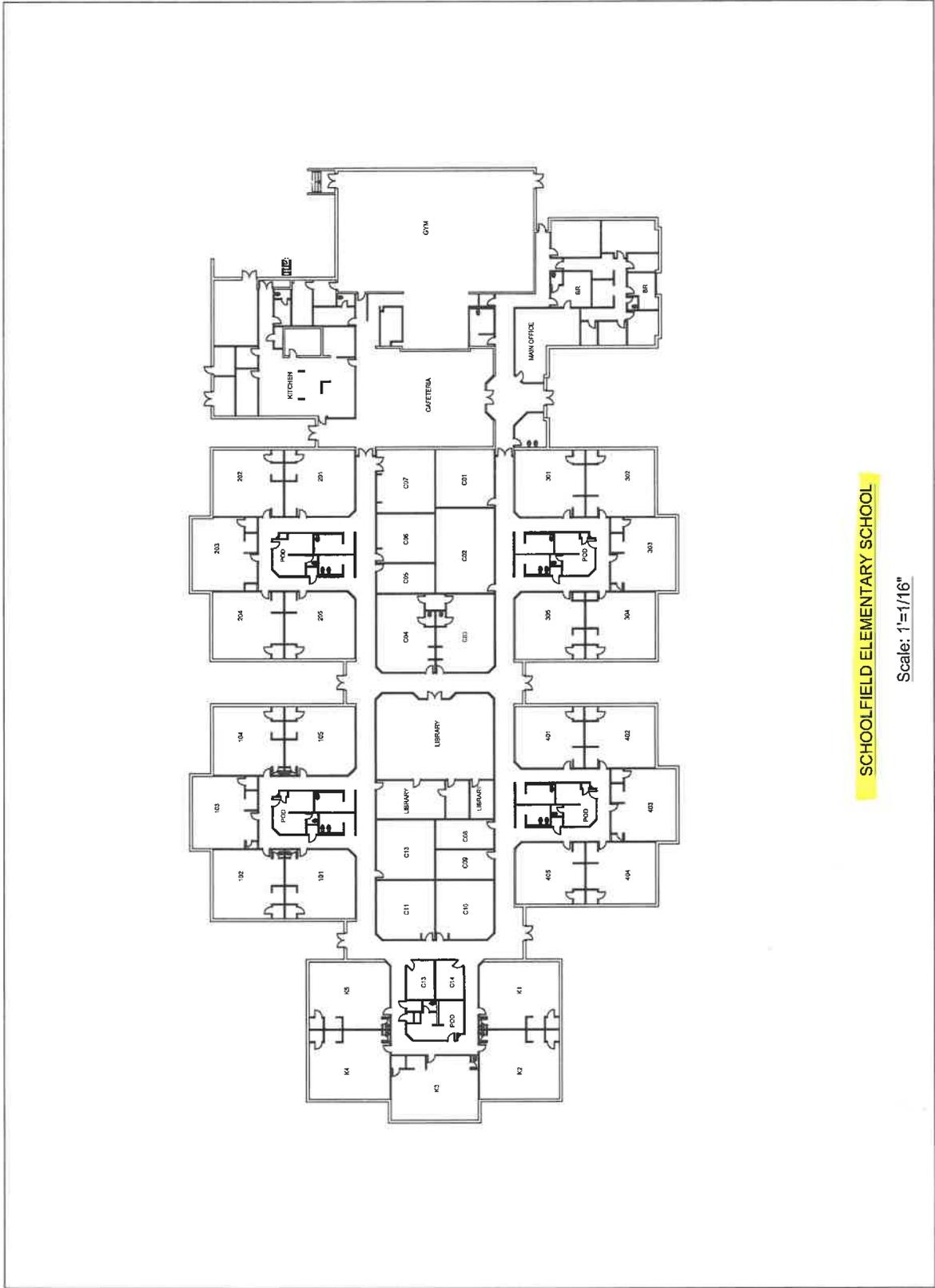
Gymnasium

- | | |
|--------------------------------------|--------|
| • Microfiber floor cleaning | Daily |
| • Spot mop | Daily |
| • Spot clean walls, doors, and glass | Daily |
| • Remove all trash and debris | Daily |
| • Clean vents | Weekly |

• Clean and disinfect water fountains	Daily
• Set up; take down; clean during and after school events	As needed
Custodian Closets, Boiler and Mechanical Rooms	
• Keep these areas neat and clean. Boiler and Mechanical Rooms are not allowed to be used for storage.	Daily
Building Shut-Down Cleaning – including but not limited to	
• Deep clean all areas of building	As needed
• Shampoo carpeting	As needed
• Strip and wax floors	As needed

Schedule of Duties – Langston Campus	
Conference Rooms and Office Areas and Libraries	
• Remove trash and recycling; replace liners	Daily
• Remove debris and reset order	Daily
• Wipe and disinfect desks, tables, phones, and high-touch points	Daily
• Vacuum all carpeted areas and runners	As needed
• Disinfect breakroom counters and sinks	Daily
• Clean all vents	Weekly
• Clean display cases	Daily
School Board Official Conference Room	
• Vacuum carpet	Daily
• Dust/wipe off desk and tables	Daily
• Open room partition	Pre-Board Meeting
• Remove extra tables	Pre-Board Meeting
• Set-up chairs	Pre-Board Meeting
• Close room partition	Post-Board Meeting
• Set-up non-board side with table and chairs	Post-Board Meeting
• Clean vents	Semi-Weekly
Corridors, Lobbies, Hallways, Common Areas, and Stairwells	
• Remove trash and debris; replace liners	Daily
• Clean, disinfect, and polish drinking fountains	Daily
• Disinfect counter and door hardware	Daily
• Clean and polish elevator steel. Disinfect elevator buttons	Daily
• Clean all glass (windows, trophy cases, doors)	Daily
• Vacuum carpets, runners, and mats; Treat any spots	Daily
• Sweep and/or dust mop corridors and hard-floors	Daily
• Sweep stairwells and spot mop	Daily
• Mop stairwells and landing	Semi-Weekly
• Clean vents	Semi-Weekly
Auditorium	
• Vacuum carpet	As needed
• Clean stage floors	As needed
• Spot clean chairs	As needed

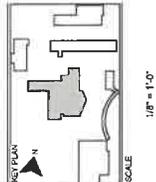
• Clean all areas behind stage	As needed
• Set up; take down; clean during and after events	As needed
Restrooms and Locker Rooms	
• Empty and remove trash and sanitary waste	Daily
• Clean and disinfect toilets, urinals, sinks, counters, and dispensers	Daily
• Sanitize walls, partitions, benches, lockers, and stall areas	Daily
• Clean mirrors	Daily
• Sweep and fully mop floors	Daily
• Clean all vents	Semi-weekly
• Check dispensers and refill as needed	Daily
• Remove all Graffiti	Daily
Classrooms and Instructional Areas	
• Remove all trash and replace liners	Daily
• Remove debris and reset classroom order	Daily
• Wipe and disinfect desks, tabletops, and high-touch points.	Daily
• Spot Dust	Daily
• Detail Dust	Weekly
• Vacuum carpeted areas and rugs	Daily
• Sweep and/or dust mop and spot mop classroom hard floors	Daily
• Fully mop every classroom floor	Semi-weekly
• Clean all vents	Semi-weekly
Gymnasium	
• Microfiber floor cleaning	Daily
• Clean bleachers	As needed
• Spot mop	Daily
• Spot clean walls, doors, and glass	Daily
• Remove all trash and debris	Daily
• Clean and disinfect water fountains	Daily
• Set up; take down; clean during and after events	As needed
Custodian Closets, Boiler and Mechanical Rooms	
• Keep these areas neat and clean. Boiler and mechanical rooms are not allowed to be used for storage.	Daily
Building Shut-Down Cleaning – including but not limited to	
• Deep clean all areas of building	As needed
• Shampoo carpeting	As needed
• Strip and wax floors	As needed



SCHOOLFIELD ELEMENTARY SCHOOL

Scale: 1"=1/16"

SEAL



No.	Description	Date
1	REVISIONS	
2	REVISIONS	

DESIGNED BY	LAD
APPROVED BY	AS
CHECKED BY	WL
DATE	FEBRUARY 1, 2024
TITLE	

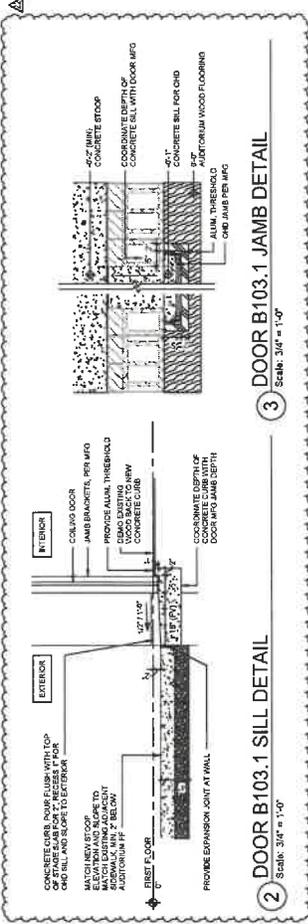
**ANNOTATION
PLAN - PART 1**

PROJECT NO. 2401555

4A-111

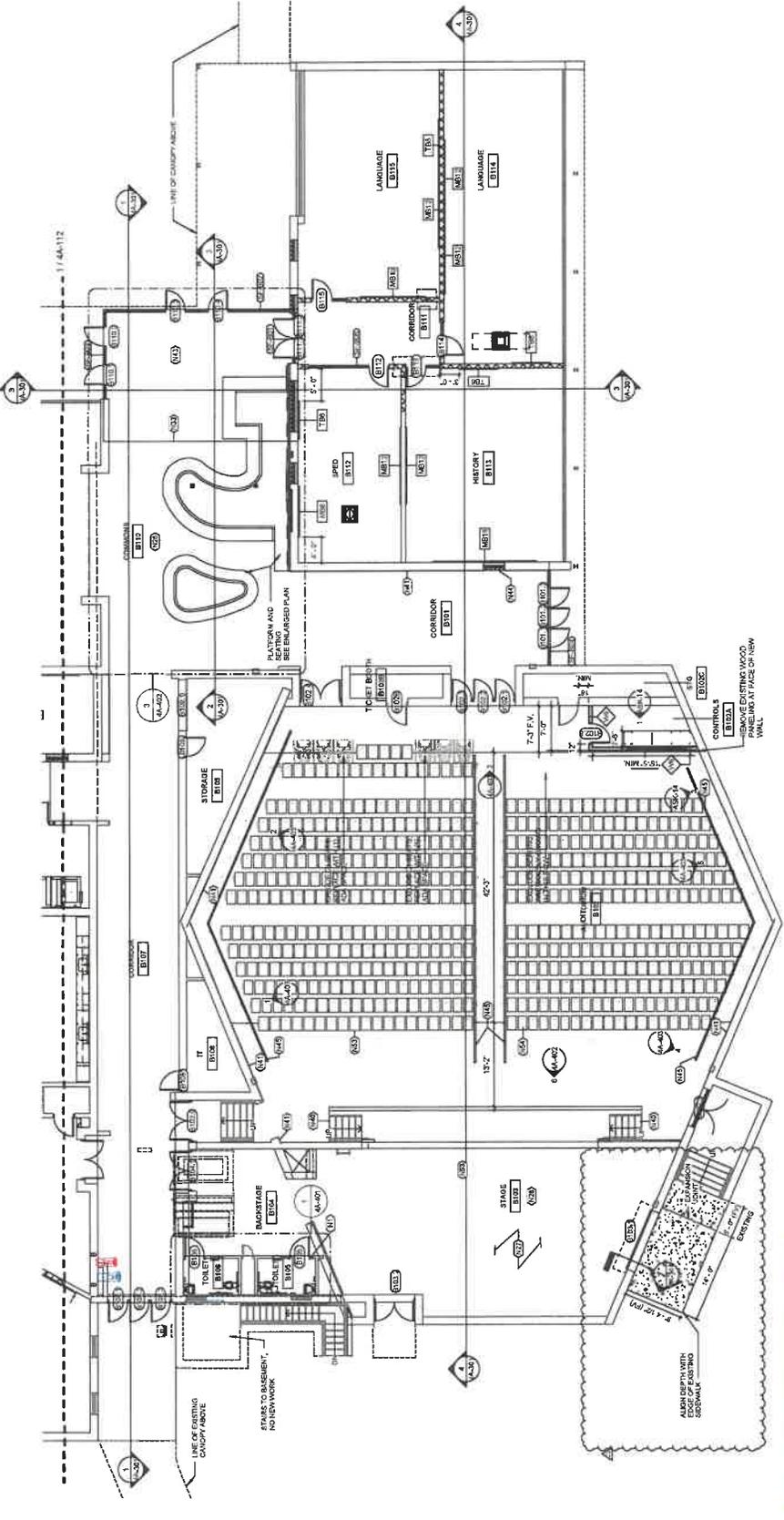
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NOTE	DESCRIPTION
N1	ALL GLASS WINDOWS OR DOORS ARE TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION AND PERFORMANCE REQUIREMENTS. VERIFY THE MANUFACTURER'S INSTALLATION AND PERFORMANCE REQUIREMENTS BEFORE CONSTRUCTION. CLEAN AND POLISH GLASS TO MATCH EXISTING GLASS. COMPLETE.
N2	PAINT EXISTING DOOR CASING. REFER TO FINISH SCHEDULE FOR PAINT TYPE AND FINISH.
N3	REMOVE SYSTEM TO BE REINSTALLED IN STAGE. CONCRETE SLAB LOCATIONS TO BE REINSTALLED IN STAGE. REFER TO STRUCTURAL DRAWINGS.
N4	EXISTING STAIRS TO REMAIN. REPLACE STAIR TREADS AND RISERS WITH NEW STAIR TREADS AND RISERS. REFER TO FINISH SCHEDULE FOR TREAD AND RISER TYPE AND FINISH.
N5	REMOVE EXISTING TREADS AND RISERS TO MATCH EXISTING TREADS AND RISERS. REFER TO FINISH SCHEDULE FOR TREAD AND RISER TYPE AND FINISH.
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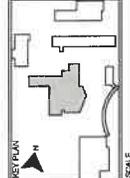
2 DOOR B103.1 SILL DETAIL
Scale: 3/4" = 1'-0"

3 DOOR B103.1 JAMB DETAIL
Scale: 3/4" = 1'-0"



1 BUILDING B PART 1
Scale: 1/8" = 1'-0"

1 2 3 4 5



No.	Description	Date
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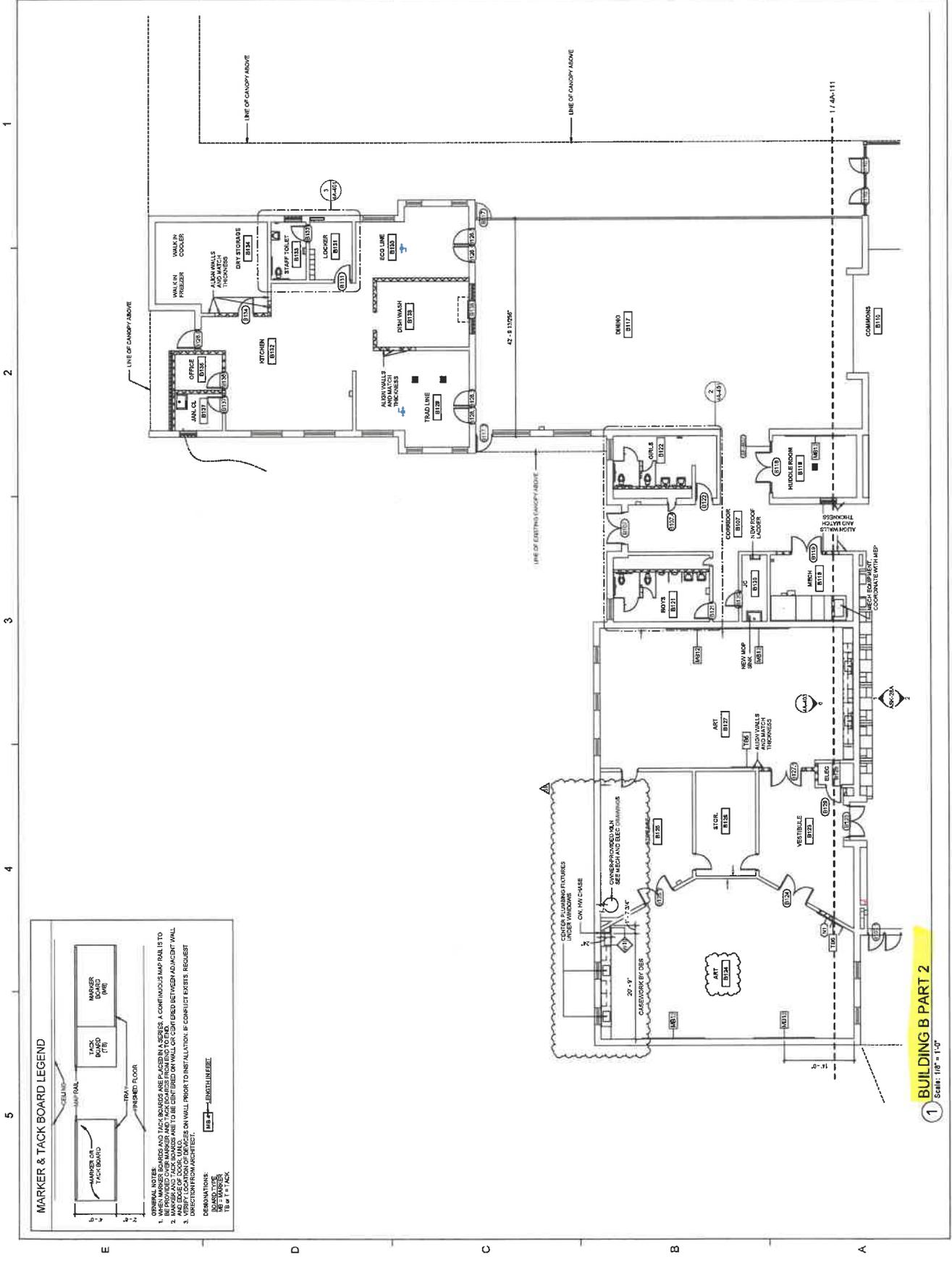
DESIGNED BY: LAR
APPROVED BY: ZS
CHECKED BY: WL
DATE: 11.13.24

TITLE: ANNOTATION PLAN - PART 2

PROJECT NO.: 2015030

4A-112

SHEET NO.



MARKER & TACK BOARD LEGEND

ORIGINAL NOTE:

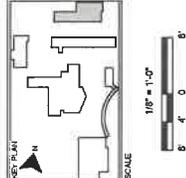
1. WHEN MARKER BOARDS AND TACK BOARDS ARE PLACED IN A SERIES, A CONTINUOUS IMPRINT IS TO BE MAINTAINED THROUGHOUT THE SERIES.
2. MARKER AND TACK BOARDS ARE TO BE CENTERED ON WALL OR CENTERED BETWEEN ADJACENT WALLS.
3. MARKER AND TACK BOARDS ARE TO BE CENTERED ON WALL OR CENTERED BETWEEN ADJACENT WALLS.
4. MARKER AND TACK BOARDS ARE TO BE CENTERED ON WALL OR CENTERED BETWEEN ADJACENT WALLS.
5. MARKER AND TACK BOARDS ARE TO BE CENTERED ON WALL OR CENTERED BETWEEN ADJACENT WALLS.

ABBREVIATIONS:

- MB - MARKER BOARD
- TB - TACK BOARD
- FB - FINISHED FLOOR

1 BUILDING B PART 2
SCALE: 1/8" = 1'-0"

SCALE



No.	Description	Date
1	REVISIONS	
2	ISSUED FOR CONSTRUCTION	1/20/2024

DESIGNED BY: LAR
CHECKED BY: AVS
DATE: FEBRUARY 1, 2024

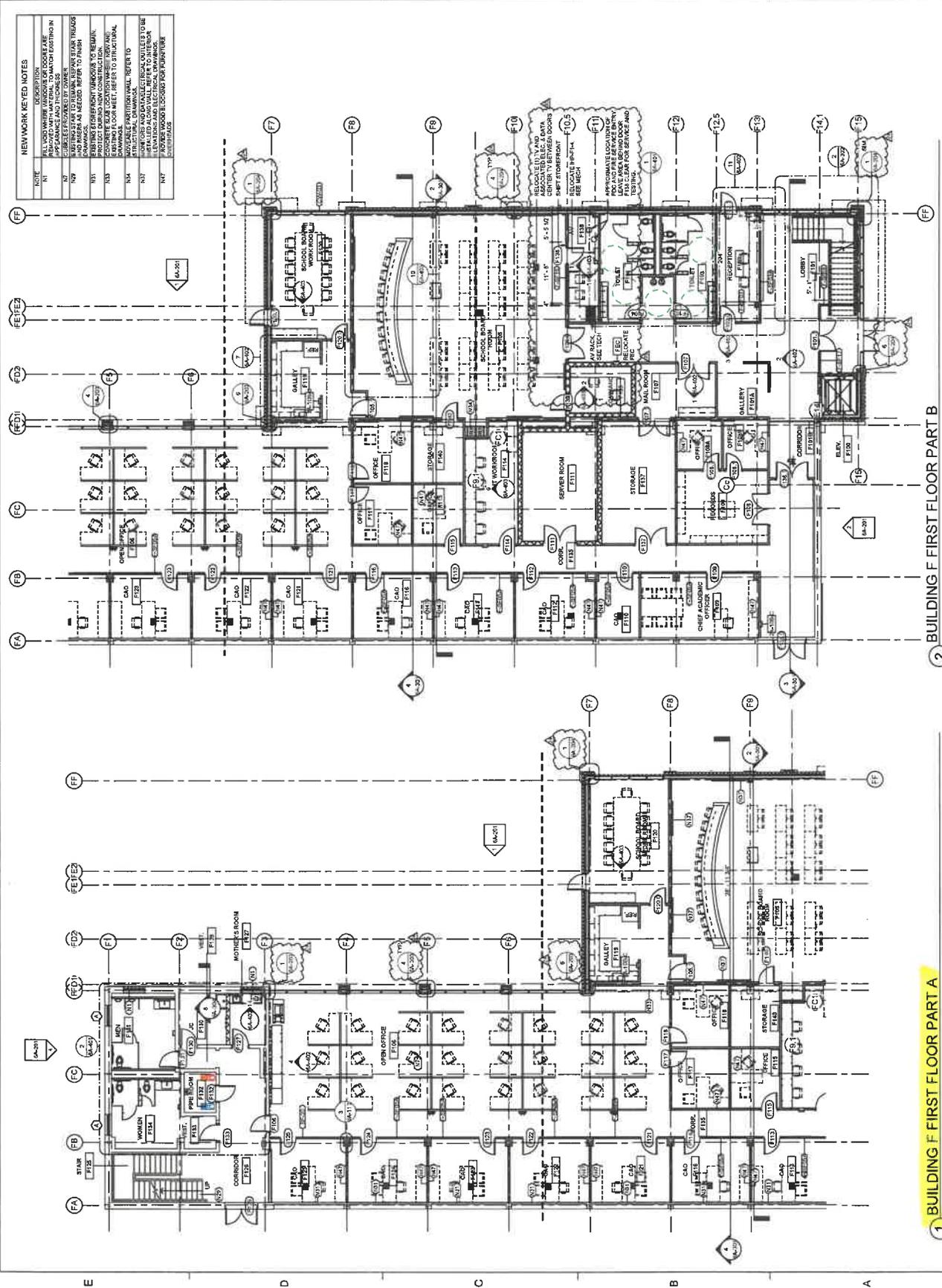
**FIRST FLOOR
ANNOTATION
PLANS**

PROJECT NO. 60153253

6A-111

SHEET NO.

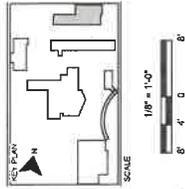
NOTE	DESCRIPTION
N1	ALL WORKSHOWN TO MATCH EXISTING UNLESS NOTED OTHERWISE.
N2	REVISIONS TO MATCH EXISTING IN CONSTRUCTION.
N3	CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.
N4	PROTECT EXISTING WORK DURING CONSTRUCTION.
N5	EXISTING WORK SHALL BE REPAIR OR REPLACE TO ORIGINAL CONDITION.
N6	ALL STRUCTURAL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.
N7	ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.
N8	ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.
N9	ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.
N10	ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.



2 BUILDING F FIRST FLOOR PART B
Scale: 1/8" = 1'-0"

1 BUILDING F FIRST FLOOR PART A
Scale: 1/8" = 1'-0"

SCALE



No.	Description	Date
1	1. REV. FOR PERMITS	02/01/2024
2	2. REV. FOR PERMITS	02/01/2024

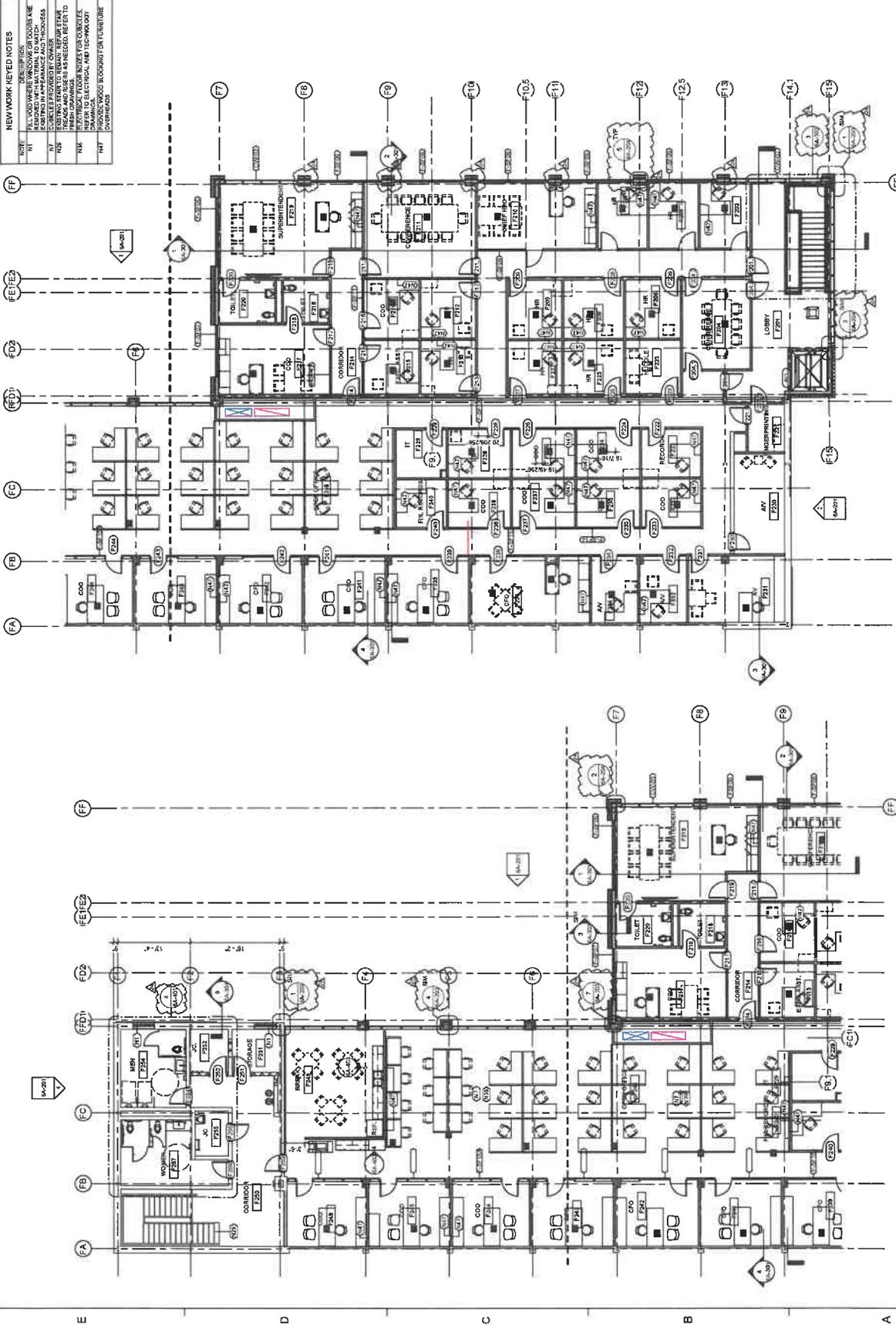
REVISIONS
DRAWN BY: LAX
APPROVED BY: ANS
CHECKED BY: VOL
DATE: FEBRUARY 1, 2024
TITLE: SECOND FLOOR ANNOTATION PLANS

PROJECT NO. 5013320

6A-121

SHEET NO.

KEY	DESCRIPTION
RT	ALL DOORWAYS AND DOORS ARE TO BE FINISHED TO MATCH EXISTING IN APPEARANCE AND THICKNESS
NT	NEW DOORS TO BE FINISHED TO MATCH EXISTING
TR	TRIMS AND CASINGS AS NOTED, REFER TO DRAWING FOR FINISHES
TM	REFER TO FLOOR NOTES FOR FINISHES, DIMENSIONS, ELECTRICAL, AND TECHNOLOGY
TF	FINISHES TO BE DETERMINED ON TYPICAL FLOOR PLAN



2 BUILDING F SECOND FLOOR ANNOTATION PLAN PART B
Scale: 1/8" = 1'-0"

1 BUILDING F SECOND FLOOR ANNOTATION PLAN PART A
Scale: 1/8" = 1'-0"

Danville Public Schools

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BIDS ON SOLICITATIONS ISSUED BY DPS WILL BIND BIDDERS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (GCIB) UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH PROCUREMENT BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

1. **AUTHORITY:** DPS has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Danville Purchasing Resolution. DPS's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, DPS may be assisted by contract specialists. Unless specifically delegated by DPS, no other officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of Danville for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind DPS
2. **DEFINITIONS:** Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Danville Purchasing Resolution.

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of DPS

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by DPS and offering to enter into contracts with DPS. The term "bidder" will be used throughout this document and shall be construed to mean "Bidder" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by DPS

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by DPS. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective Bidders which will indicate the general terms which are sought to be procured from the Bidder. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

SOLICITATION: The process of notifying prospective bidders that DPS wishes to receive bids on a set of requirements to provide goods or services. The notification of requirements may consist of public advertising (newspaper, Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an informal solicitation to include telephone calls to prospective bidders.

CONDITIONS OF BIDDING

1. **BID FORMS:** Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by DPS, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

If the bid prices or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

2. **LATE BIDS & MODIFICATIONS OF BIDS:**

- a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.
- b. If an emergency, unanticipated event, or closing of DPS offices interrupts or suspends normal business operations so that bids cannot be received at the DPS office designated for receipt of bids by the exact time specified in the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal business operations resume.

- c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.
3. **WITHDRAWAL OF BIDS:** Bids shall be withdrawn only as set forth in the Danville Purchasing Resolution.
4. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.
5. **LABELING OF BIDS:** All bids and proposals submitted in response to a solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.
6. **ACCEPTANCE OF BIDS/BINDING 90 DAYS:** Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
7. **CONDITIONAL BIDS:** Conditional bids are against E-rate rules and will not be accepted.
8. **BIDS FOR ALL OR PART:** DPS reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of DPS. Bidder may restrict its bid to consideration in the group aggregate by so stating but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
9. **AREA BIDS:** For the purchase and delivery of certain goods and services DPS may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of DPS will be furnished with the solicitation when required.
10. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by DPS. No responsibility will attach to DPS or its representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by DPS.
11. **BID OPENING:** All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 63, General Conditions and Instructions to Bidders. DPS's representative assigned to open the bids will decide when the specified time for bid opening has arrived.

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.

12. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the ; or (ii) are omitted by the from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.

If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify DPS at least five (5) days prior to the date set for the opening of bids. If necessary, DPS will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** DPS is exempt from the payment of any federal excise or any Virginia sales tax.
15. **PROHIBITION AGAINST UNIFORM PRICING:** DPS encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Danville Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

1. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.
2. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer

does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the bidder in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable DPS to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

3. **SPECIFICATIONS:** When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

AWARD

1. **AWARD OR REJECTION OF BIDS:** Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the School District, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The School District reserves the right to make multiple awards as a result of this solicitation.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capabilities and skill of the bidder to perform the contract or provide the service required;
 - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. The quality of performance of previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. The quality, availability and adaptability of the goods or services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. Whether the bidder is in arrears to DPS on debt or contract or is a defaulter on surety to DPS or whether the bidder's taxes or assessments are delinquent; and
 - j. Such other information as may be secured by DPS having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, DPS shall so notify that bidder and shall have recorded the reasons in the contract file.
2. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS:** A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
 - a. of Danville Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
 - b. Acceptance Agreement
 - c. General Conditions and Instructions to Bidders
 - d. Special Provisions and Specifications
 - e. Pricing Schedule
 - f. Any Addenda/Amendments/Memoranda of Negotiations
3. **TIE-BIDS:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, DPS is authorized to award the contract to the tie bidder that has its principal place of business in Danville, or if there be none, to the resident Virginia tie bidder or DPS may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of DPS to make award to one or more such bidders shall be final.
4. **PROMPT PAYMENT DISCOUNT:**
 - a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
 - b. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
 - c. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the check or issuance of an Electronic Funds Transfer, or completion of a credit card transaction.

5. **INSPECTION-ACCEPTANCE:** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. DPS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
6. **DEFINITE BID QUANTITIES:** Where definite quantities are specifically stated, acceptance will bind DPS to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished DPS with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
7. **REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind DPS to pay for, at unit bid prices, only quantities ordered and delivered. Where the specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

1. **TERMINATION OF CONTRACTS:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by DPS for Convenience or Cause.
 - b. Extended upon written authorization of DPS and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
2. **TERMINATION FOR CONVENIENCE:** A contract may be terminated in whole or in part by the in accordance with this clause whenever DPS determines that such a termination is in the best interest of the . Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
3. **TERMINATION OF CONTRACT FOR CAUSE:**
 - a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, DPS shall have the right to terminate the contract. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the , become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
 - b. Termination of the Contract for Cause does not relieve the Contractor of liability to the for damages sustained by the by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the from the Contractor is determined.
4. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding upon signing unless made in writing and signed by DPS or her authorized agent.
5. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of DPS. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify DPS immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.
6. **FUNDING:** The obligation of the to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Danville Board of Supervisors to satisfy payment of such obligations. DPS's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, DPS's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
7. **DELIVERY/SERVICE FAILURES:** If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as

interpreted by DPS; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by DPS, then DPS shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse DPS, within a reasonable time specified by DPS, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, DPS reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by DPS.

8. **NON-LIABILITY:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in DPS's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, DPS may, at her discretion terminate the contract.
9. **NON-DISCRIMINATION:** 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, or 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 non-discrimination 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 the requirements of this section.
 - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
10. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE:**
 - a. It is the declared policy of the of Danville, through its Small and Minority Business Enterprise Program, that Danville and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
 - b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
 - c. Where Federal grants or monies are involved, it is the policy of DPS, through its agents and employees, to comply with the requirements set forth in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
11. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to DPS before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.
12. **PRICE REDUCTION:** If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also within ten days of any general price reduction notify DPS of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.
13. **CHANGES:** If in DPS's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, DPS shall determine an equitable adjustment to the Contractor's compensation.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by DPS.
14. **PLACING OF ORDERS:** Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by DPS or their designee. When a Blanket Purchase Order has been released by DPS, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

1. **SHIPPING INSTRUCTIONS - CONSIGNMENT:** Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these

instructions for items that are drop-shipped.

2. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED:** Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by DPS the Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, DPS may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as DPS's own property.
3. **INSPECTIONS:** Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, DPS will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on DPS for such materials or supplies as are not in accordance with the specifications.
4. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the contract or as directed by DPS when not in conflict with the contract. The decision of DPS as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by DPS, the Contractor must provide evidence satisfactory to DPS supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by DPS, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by DPS there shall be added to the time of completion a time equal to the period of such delay caused by DPS. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.
5. **POINT OF DESTINATION:** All materials shipped to DPS must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
6. **ADDITIONAL CHARGES:** Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
7. **METHOD AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of DPS unless otherwise specified by bidder.
8. **REPLACEMENT:** Materials or components that have been rejected by DPS, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to DPS
9. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
 - a. The Purchase Order Number,
 - b. The Name of the Article and Stock Number (Supplier's),
 - c. The Quantity Ordered,
 - d. The Quantity Shipped,
 - e. The Quantity Back Ordered,
 - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions is sufficient reason for DPS's refusal to accept the goods.

BILLING

1. **BILLING:** Billing for the Danville Public Schools: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

1. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. DPS reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
2. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
3. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 50% of the contract

price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

1. **GENERAL GUARANTY:** Contractor agrees to:
 - a. Save the , its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
 - b. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to DPS the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
 - c. Protect DPS against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
 - e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of Danville, VA.
 - f. Protect DPS from loss or damage to owned property while it is in the custody of the Contractor.
2. **SERVICE CONTRACT GUARANTY:** Contractor agrees to:
 - a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that DPS may reduce the said services at any time.
 - b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
 - d. Allow services to be inspected or reviewed by an employee of DPS at any reasonable time and place selected by DPS. DPS is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
 - e. Stipulate that the presence of a DPS Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by DPS.
3. **INDEMNIFICATION:**
 - a. General Indemnification: Contractor must indemnify, keep and save harmless, and defend DPS , its agents, officials, employees and volunteers against Claims that may accrue or arise against the as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by DPS, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against DPS or a settlement reached that requires DPS to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the as provided in this Contract.
 - b. Intellectual Property Indemnification: In addition to the General Indemnification, Contractor will indemnify the for and defend the against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify DPS for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 58, Contractor must at its expense and within a reasonable time: (a) obtain a right for DPS to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify DPS and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to DPS the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 58, however, relieves the Contractor of liability to DPS for damages sustained by DPS by virtue of any breach of contract related to a third-party infringement claim.
 - c. Right to Participate in Defense. DPS may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires DPS to (i) admit liability

or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain DPS's prior written consent before entering into such settlement or resolution.

- d. **No Indemnification by DPS.** The parties agree that under applicable law DPS cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the , that promise or term is stricken from this Contract and of no effect.

4. OFFICIALS NOT TO BENEFIT:

- a. Each bidder or Bidder shall certify, upon signing a bid or proposal, that to the best of their knowledge no Danville official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, DPS Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or Bidder has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or Bidder shall address the disclosure of such facts to the Danville Purchasing Agent, 12000 Government Center Parkway, Suite 427, Danville, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

5. **LICENSE REQUIREMENT:** All firms doing business in Danville, shall obtain a license as required by Chapter 20, Article 1 of the code of the City of Danville, entitled "Business Licenses". Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: <https://www.Danville.gov/taxes/business/understanding-bpol-tax>. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Danville License Tax No." when appropriate.
6. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor 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 Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Danville Public Schools pursuant to the Danville Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. DPS may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
7. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the shall have the right to terminate or suspend this contract without liability to the or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Bidder, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, Bidder or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, Bidder or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require DPS when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to DPS
 - e. DPS cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information

or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).

BIDDER/CONTRACTOR REMEDIES

1. INELIGIBILITY:

- a. Any person or firm suspended or debarred from participation in procurement shall be notified in writing by DPS.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- b. DPS shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by DPS to be so serious as to justify suspension or debarment action:
 - a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause DPS determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance, been terminated for default on a Danville project, or has taken any actions that inure to the detriment of Danville or a Danville project;
 7. The Contractor is in default on any surety bond or written guarantee on which Danville Public Schools is an obligee.
- c. If, upon appeal, it is determined that the action taken by DPS was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

2. APPEAL OF DENIAL OF WITHDRAWAL OF BID:

- a. A decision denying withdrawal of a bid submitted by a bidder or Bidder shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or Bidder may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4.A.8, of the Danville Purchasing Resolution, prior to appealing, shall deliver to the a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

3. APPEAL OF DETERMINATION OF NONRESPONSIBILITY:

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular contract shall be notified in writing by DPS. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of DPS was arbitrary or capricious and the award for the particular contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for DPS contract in question. Where the award has been made and performance has begun, DPS may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

4. PROTEST OF AWARD OR DECISION TO AWARD:

- a. Any bidder or Bidder may protest the award or decision to award a contract by submitting a protest in writing to DPS, or an official designated by the of Danville, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or Bidder on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Danville Purchasing Resolution. However, if the protest of any actual or potential bidder or Bidder depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4.D of the Danville Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or Bidder under Article 2, Section 4.D, or at such later

time as provided herein. No protest shall lie for a claim that the selected bidder or Bidder is not a responsible bidder or Bidder. The written protest shall include the basis for the protest and the relief sought. DPS shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or Bidder appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.

- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. DPS shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by DPS. Where the award has been made and performance has begun, DPS may declare the contract void upon a finding that this action is in the best interest of DPS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or Bidder to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

5. CONTRACTUAL DISPUTES:

- a. Any dispute concerning a question of fact as a result of a contract with DPS which is not disposed of by agreement shall be decided by DPS, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of DPS shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of DPS's decision on the claim, unless DPS fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

6. **LEGAL ACTION:** No bidder, Bidder, potential bidder or Bidder, or Contractor shall institute any legal action until all statutory requirements have been met.
7. **VENUE:** This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Danville, or in the United States District Court for the Western District of Virginia, Danville Division.
8. **COOPERATIVE PURCHASING:** DPS or any entity identified in the Danville Purchasing Resolution, Article 1, and Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Danville Purchasing Resolution.
9. **DRUG FREE WORKPLACE:** During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
10. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not and shall not during the performance of the 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.
11. **AUDIT OF RECORDS:** The parties agree that or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.
12. **NONVISUAL ACCESS:** All information technology, which is purchased or upgraded by the under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
 - a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format

- of the data presented, shall be readily achievable by nonvisual means;
- b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
 - c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
 - e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

BIDDER DATA SHEET

Name of Bidder: _____

Address: _____

E-Mail Address: _____

Enter the name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account, as well as the name of the primary contact for questions about the proposal.

Service Representative: _____

Telephone Number: (_____) _____

E-Mail Address: _____

Fiscal Representative: _____

Telephone Number: (_____) _____

E-Mail Address: _____

Primary Contact for questions about the proposal: _____

Telephone Number: (_____) _____

E-Mail Address: _____

Payment Address, if different from above:

BUSINESS CLASSIFICATION

DEFINITIONS

Small Business – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

Minority-Owned Business - means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

Woman-Owned Business – means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPMM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The bidder:

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

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

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

is an out-of-state business entity that is including with this bid/proposal 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.

Please check the following box if you have not checked 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:

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Bidder must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

**NOTICE OF PROPRIETARY INFORMATION
Confidentiality References Protection in Accordance with the Code of
Virginia, Section 2.2-4342F**

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A. This page contains information relating to "trade secrets", and "proprietary information" including processes, operations, style of work, or apparatus, identification of confidential statistical data, amount or source of any income, etc. of any person (or) partnership. "Reference the Virginia Public Procurement Act, Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C. This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b) (4); 12 C. F. R 309.5(c) (4).

PLEASE MARK "NOT APPLICABLE" IF NO EXCEPTIONS ARE TAKEN

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 Bidders submitting a proposal in response to this Request for Proposal:

1. The Bidder certifies, to the best of its knowledge and belief, that neither the Bidder 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 nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement 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 Bidder shall provide immediate written notice to the Danville Purchasing Agent if, at any time prior to award, the Bidder 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 Bidder rendered an erroneous certification, in addition to other remedies available to Danville Public Schools, DPS may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Address: _____

/State/Zip: _____

SSN or TIN No: _____

CERTIFICATION REGARDING ETHICS IN PUBLIC CONTRACTING

In submitting this proposal and signing below, Bidder certifies the following in connection with a bid, proposal, or contract:

Check one:

1. I have not given any payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to any public employee or official who has official responsibility and authority for procurement transactions.

2. I have given a payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to a public employee or official who has official responsibility and authority for procurement transactions, and in exchange I received consideration of substantially equal or greater value.

3. I have given a payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to a public employee or official who has official responsibility and authority for procurement transactions, but in exchange I have not received consideration of substantially equal or greater value.

If #2 above is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value: _____

Description of the consideration received in exchange and its value: _____

Printed Name of Bidder/Bidder Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

/State/Zip: _____

This certification supplements but does not replace the requirements set forth in paragraph 58 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.



DPS VENDOR CODE OF CONDUCT AND EXPECTATIONS

As a DPS vendor, your employees will be expected to comply with the following standards, which are based on section ten (X), "Standards of Conduct" of DPS Regulation 4429.4.

Standards of Conduct

Each vendor employee is expected to:

- Comply with a reasonable request from any DPS employee.
- Report to work in appropriate clothing with required tools and equipment and in a condition that will permit performance of assigned duties.
- Refrain from any disorderly conduct.
- Exercise courtesy and tact in dealing with DPS students and employees.
- Behave in a professional manner.
- Maintain a clean and neat personal appearance to the maximum practicable extent during working hours.
- Safeguard DPS information.
- Exercise watchfulness in the performance of duties to identify potential hazards to protect fellow humans.
- Render full, efficient, and competent service.
- Comply with rules and regulations governing the business hours of work at any given DPS building.

The following conduct is prohibited and may subject the vendor to disciplinary action, including termination of services rendered:

- Using any information received confidentially in the performance of duties as a means of making personal profit.
- Engaging in criminal, dishonest, immoral, or disgraceful conduct that brings the school system into disrepute; engaging in theft or being convicted of a crime.
- Soliciting or accepting anything of value in return for performing or refraining from performing an official act.
- Using School Board facilities improperly or carelessly or willfully causing destruction of School Board property.
- Threatening or assaulting anyone; possessing a weapon on School Board property.
- Falsifying any record or report.
- Manufacturing, distributing, dispensing, possessing, consuming, using, or selling alcohol or illegal drugs, or taking part in the unauthorized use of prescription drugs on School Board property during normal work hours or while performing School Board business.
- Having alcohol, illegal drugs, unlawful prescription drugs, or drug metabolites in the body while on duty.
- Engaging in political campaigns while on DPS grounds.

DPS VENDOR CODE OF CONDUCT AND EXPECTATIONS (Continued)

In addition to what is specified in Regulation 4429.4, all vendor employees shall:

- Comply with any visitor management protocols at the front office (Instructional sites only). If there is a visitor log at non instructional sites, you must sign in.
- Park in a valid parking space.
- Leave the work area in an undisturbed state, removing old parts and any trash.
- Contact the site TSSPEC to assist with internet connectivity if/when needed. If you cannot locate him/her, call the IT Service Desk at itservicedesk@DPS.edu or 703- 503-1600 for assistance.

A meeting must be scheduled with the vendor Account Manager within 60 days of the award of this contract and at a minimum every contract renewal and or extension to review this document. Any time there is a deletion of a name on the list above the Account Manager must notify our office in writing. Any time there is an addition to the above vendor list, the new (vendor) employee and Account Manager must attend a meeting at DPS to review and sign the Vendor Standard of Conduct and update the name in the master list.

The information above has been explained to me and I fully understand the contents and ramifications to me or the company I represent if I fail to comply.

Company Name: _____

Printed Employee Name: _____

Signature: _____

Date: _____