



RUSTBURG, VIRGINIA

REQUEST FOR PROPOSAL
CCADM 002-FY26

Altavista Combined School Feasibility Study RFP

Campbell County Public Schools, (CCPS), is soliciting proposals from qualified Architectural and Engineering, (A/E), firms to conduct a macro-level feasibility study of Altavista Combined School, a 6-12 facility originally constructed in 1952 and renovated in 1964, 1978, and 1998. With a current enrollment of 550 students and a facility size of approximately 152,000 GSF, the study will evaluate the existing infrastructure, determine practical renovation and adaptation strategies, and consider potential building additions to meet present and future academic needs. The selected firm will assess building systems, engage stakeholders, develop conceptual design plans with renderings, provide cost estimates, and present findings to CCPS administration, the School Board, and the community.

DUE DATE & TIME: 3:00 P.M. Wednesday, November 12, 2025.

RFP NUMBER: CCADM 002-FY26

ACCEPTANCE PLACE: Central Purchasing Office
1st Floor, Haberer Building
47 Courthouse Lane
Rustburg, VA 24588



Dr. Clayton Stanley
CCPS Superintendent

9-15-25
Date

REQUEST FOR PROPOSAL

Campbell County Public Schools and Altavista Combined School Background

Altavista Combined School is a 6-12 public school located off route 29, on the southern end of Campbell County. The original building was built in 1952. The school was renovated in 1964, 1978, and 1998. The last renovation included the addition of classrooms, two student cafeterias, and a kitchen. The school has an estimated 152,000 GSF, and a program capacity of 1024; however, the current enrollment is 550.

Purpose

The purpose of this Request for Proposal is to obtain Architectural and Engineering (A/E) Services, to conduct a macro-level feasibility study of the existing Altavista Combined School to determine how it can be practically renovated, adapted and possibly inclusive of building additions. The study will support the current and future academic needs of the students and staff to determine the most feasible approach to design a fully renovated facility. The A/E team selected will review the existing facility and infrastructure at a macro level to understand current life of existing systems and provide recommendations for replacement of existing systems. Offerors responding to this solicitation must be responsible, regularly and practically engaged in providing the goods and services requested in the RFP. Offerors must also possess ample resources for fulfilling the requirements as detailed in this RFP.

Scope of Work

- A. Conduct an assessment of the current building MEP infrastructure, providing general overview of lifespan on existing systems and replacement of systems.
- B. Coordinate a comprehensive program with key stakeholders, school administration that identify the needs of the school.
- C. Develop conceptual design plans inclusive of site and floor plans, and graphical renderings for solutions that adhere to the program.
- D. Provide macro-level cost estimations for the concept design study solutions.
- E. Present macro-level feasibility study to CCPS administration, School Board at one or more community meetings.

Additional Items

- A. All reports, analyses, conceptual design plans, renderings, cost estimates, and other materials prepared by the A/E firm in connection with this feasibility study shall be considered the property of Campbell County Public Schools. Such documents may not be used or released by the A/E firm without the written consent of the Owner.
- B. This feasibility study is part of Campbell County Public Schools' long-range Capital Improvement Plan. The project has been incorporated into CCPS planning priorities with a total project budget of approximately \$30 million.
- C. A Pre-Proposal Meeting will be held Thursday, October 23, 2025 at 4:30PM at Altavista Combined School.

SUBMISSION OF PROPOSALS

Proposals shall be accepted primarily through eVA, the Commonwealth of Virginia's electronic procurement system (<https://eva.virginia.gov>), no later than 3:00 P.M., local prevailing time, on Wednesday, November 12, 2025. Suppliers must be registered in eVA to submit an electronic response. Registration is free of charge.

Additionally, vendors have the option to submit a hard copy proposal. One (1) original copy and (1) USB electronic version of the proposal must be returned in a sealed package marked "CCADM 002-FY26 Altavista Combined School Feasibility Study RFP." Sealed proposals will be accepted via FedEx, UPS, or hand delivery and must be received no later than 3:00 P.M., local prevailing time, on Wednesday, November 12, 2025, at the following address: Central Purchasing, 47 Courthouse Lane, Rustburg, Virginia 24588.

As required under the Virginia Public Procurement Act (VPPA) § 2.2-4303, effective January 1, 2025, suppliers must be registered in eVA when the local public body:

1. Accepts both electronic and paper responses.
2. Awards a contract to a supplier that has submitted a paper response.
3. Conducts post-award actions in eVA.

Even if a vendor submits a paper response, they are still required to be registered in eVA before a contract can be awarded to them. Failure to comply with eVA registration requirements may result in disqualification of a submitted proposal.

REQUIRED PROPOSAL CONTENT

Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal.

- Cover Letter.
- A complete copy of the RFP and any addenda issued.
- Complete response to the Evaluation Factors addressed in order as listed below.
- At least three references with telephone numbers and point of contact.
- Other relevant information, qualifications, certifications, licenses, etc.
- Completely filled out proposal forms signed by an authorized representative of the company:
 - Attachment A: Contractor Reference Sheet
 - Attachment B: Contractor (Proposal) Qualification Form
 - Attachment C: SCC Requirement per the Virginia Public Procurement Act
 - Attachment D: Contract Award Forms
 - Attachment E: Affidavit Certifying Compliance with § 22.1-296.1, Code of Virginia
 - Attachment F: Signature Form

EVALUATION CRITERIA:

CCPS will evaluate all proposals received by establishing an evaluation committee to review each proposal, for the purposes of selecting a firm. The following factors, listed in relative order of importance, will be considered and ranked to help make the selection, the judgment of CCPS being final and conclusive in such evaluation. Informal interviews may be conducted with those firms deemed to be most fully qualified and suitable for the work.

Criteria
1. Experience working with the public sector or CCPS projects.
2. Familiarity with public school feasibility studies.
3. General background of the firm, available resources, and range of services offered.
4. Qualifications and resumes of the proposed Project Manager(s) and other key personnel that would most likely be assigned to this project.
5. Accessibility and response time to CCPS staff and for inspection services.

SELECTION PROCEDURE:

Following the evaluation process, the Owner shall select the offeror(s) deemed to be fully qualified and best suited among those submitting proposals, based on the evaluation factors set forth in this RFP, for interview and/or negotiation.

Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered at this time but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, CCPS shall select the offeror which, in its opinion, has made the best proposal and shall award the contract to that offeror.

Should CCPS determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

AWARD OF CONTRACT

The contract award shall be the sole discretion of Campbell County Public Schools based on the recommendation of the Selection Committee and based upon the evaluation of all the information received from the evaluation panel. Campbell County Public Schools reserves the right to reject any and all proposals in whole or in part and to waive any informality or technical defects if, in its sole judgment, the best interests of Campbell County Public Schools will be served.

TERM OF CONTRACT

It is the intent of Campbell County Public Schools to enter into a one (1) year contract, effective from the Notice to Proceed date, with the successful offeror. Upon mutual agreement with the firm, the contract may be renewed for up to three (3) additional one-year terms for projects related to this original scope.

The initial contract term shall cover the completion of the feasibility study and delivery of all required services as outlined in the Scope of Work. In accordance with the Virginia Public Procurement Act, § 2.2-4302.2(B), Campbell County Public Schools reserves the right, at its sole discretion, to award or negotiate with the same firm for subsequent phases of professional services, which may include schematic design, preliminary design, and preparation of construction documents to implement the feasibility study.

Any subsequent phase shall be authorized by separate written agreement or amendment, consistent with the requirements of the VPPA.

INQUIRIES/CLARIFICATION OF TERMS

It is the responsibility of each prospective offeror to inquire about and clarify any requirement of the Request for Proposal that is not understood. If any prospective offeror has questions regarding any of the solicitation documents, the prospective offeror should contact the following, in writing, no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by Central Purchasing.

Questions concerning the Scope of Services may be referred to:

Clayton Stanley
Superintendent
Campbell County Public Schools
cstanley@campbell.k12.va.us

General questions concerning the RFP may be referred to:

Grant Jennings
Purchasing Agent
Campbell County Central Purchasing
gejennings@co.campbell.va.us

INSTRUCTIONS TO OFFERORS

SPECIFICATIONS/CONTRACT AWARD FORM:

All responses must be submitted on the Proposal Form provided and must be signed in ink in the proper places by an authorized officer of the company.

SUBMITTAL FORMS:

Completely filled out Proposal forms included signed by an authorized representative of the company:

- Attachment A: Contractor Reference Sheet
- Attachment B: Contractor Qualification Certificate
- Attachment C: SCC Requirement per the Virginia Public Procurement Act
- Attachment D: Contract Award Forms
- Attachment E: Affidavit Certifying Compliance with § 22.1-296.1, Code of Virginia
- Attachment F: Signature Form

AWARD OF CONTRACT:

Multiple awards may be made if it is determined to be in the best interest of CCPS. Should CCPS determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

WORKMANSHIP:

Offerors will be required to provide at least three (3) references of similar sized and scoped contracts during the past eighteen (18) months. The Offeror is required to complete and submit with the Contract Award Form and the Contractor Reference Sheet.

With regard to this contract, CCPS or their designated representatives will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to CCPS. Upon notification by CCPS or their designated representatives, the Contractor will affect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon. CCPS reserves the right to make unannounced periodic inspections of the work in progress.

WORK PERFORMANCE

The work to be done under this contract includes but is not limited to the providing of all labor, materials, supervision, equipment, services, fuel, oil, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work. All work being performed for and/or on Campbell County Public Schools property shall fully conform to all local, state, and Federal safety regulations.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by CCPS, unless otherwise specified. In the event there is a conflict between any of these General Terms and Conditions and any Special Terms and Conditions of the contract, the Special Terms and Conditions shall apply.

The Central Purchasing Office is responsible for the purchasing activity of Campbell County. The term "CCPS" as used herein refers to the contracting entity which is the signatory on the contract and may be Campbell County Public Schools, one of its departments or agencies, or the Campbell County School Board. The Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Offeror's own risk and except as provided by law.

All solicitations issued and contracts awarded by the CCPS are governed by the provisions of the Virginia Public Procurement Act as set forth in the Code of Virginia.

- 1. COMPETITION INTENDED:** It is CCPS's intent that this solicitation permits competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than ten (10) business days prior to the deadline set for acceptance of the proposal.
- 2. CLARIFICATION OF TERMS:** If any Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Central Purchasing Office no later than five (5) business days prior to the date set for the closing of the Request for Proposals. Any revisions to the solicitation will be made only by addendum issued by Central Purchasing. Oral or other interpretations or clarifications will be without legal effect.
- 3. IDENTIFICATION OF OFFEROR'S ENVELOPE:** The signed Contract Award Form and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED IN THE SOLICITATION DOCUMENTS

RFP NUMBER

TITLE OF REQUEST FOR PROPOSAL

DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (return address)

If a Proposal is not addressed with the information as shown above, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Proposal to be disqualified. Proposals may be hand delivered to the Central Purchasing Office. No other correspondence or other proposals should be placed in the envelope.

4. **MANDATORY USE OF CCPS'S FORM AND TERMS AND CONDITIONS:** If requested in the solicitation, failure to submit a bid on the official form provided for that purpose shall be a cause for rejection of the Proposal.
5. **LATE PROPOSALS:** Any Proposal received at the Central Purchasing Office after the exact time specified for receipt of the Proposal is considered a late Proposal.

CCPS is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Offeror to ensure their Proposal reaches the Central Purchasing Office by the designated date and hour.

Late Proposals will be returned to the Offeror unopened, if solicitation number, acceptance date and Offeror's return address is shown on the container.

If CCPS closes its offices due to inclement weather, scheduled bid openings will be extended to the next business day, same time.

6. **PROPOSAL OPENING:** All Proposals will be opened at the time and place specified and read publicly.
7. **ADDENDA:** By submitting a Proposal, the Offeror certifies that (i) he has made due inquiry of CCPS as to the existence of any addenda issued in connection with the Proposal solicitation documents, (ii) he is satisfied that he has received any and all such addenda and he has taken the contents thereof into consideration when preparing and tabulating his Proposal; and (iii) he accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in their proposal based upon their failure to have received any one or more addenda.
8. **MODIFICATION OF PROPOSALS:** Unauthorized modification of, or any additions to any portion of the Request for Proposals may be cause for rejection of the Proposal.
9. **WITHDRAWAL OF PROPOSAL:** A Offeror for a contract other than for public construction may request withdrawal of his Proposal under the following circumstances:
 - a. A written request for a withdrawal of a Proposal or any part thereof will be granted if received by CCPS prior to the specified Proposal opening date and time.
 - b. Requests for withdrawal of Proposals after opening of the Proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc.
10. **PUBLIC INSPECTION OF PROPOSALS:** All submitted Proposals, accompanying data, materials or documentation will become the property of CCPS and will be subject to public inspection in accordance with the Virginia Freedom of Information Act; however, the

Offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary.

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

Failure to abide by the procedure in this subsection may result in disclosure of the offeror's information.

11. **TAX EXEMPTION:** CCPS is exempt from the payment of any federal excise or any Virginia sales tax. The Proposal price must be net, exclusive of taxes. Tax exemption certificates will be furnished by CCPS on request.
12. **COUNTY BPOL LICENSING:** All firms with a business location in Campbell County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL)" Tax Ordinance. Questions concerning BPOL Tax should be directed to the Office of the Commissioner of the Revenue, telephone 434-332-9518.
13. **BRAND NAME OR EQUAL ITEMS:** Any specific make, manufacturer or brand, names used in connection with articles mentioned in the specifications are used to convey the general style, type, character, and quality of the article desired. CCPS may consider other brands as substitutes if written evidence and other data submitted to CCPS by the vendor can satisfactorily substantiate equality. CCPS's representative shall be the sole determining authority as to quality, workmanship, and suitability of purpose. The Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable CCPS to determine if the product offered meets the requirements of the solicitation.

Failure to furnish adequate data for evaluation purposes may result in declaring a Proposal non-responsive. Unless the Offeror clearly indicates in its Proposal that the product offered is an "equal" product, such Proposal will be considered to offer the brand name product referenced in the solicitation.

14. **PRODUCT EVALUATION:** CCPS reserves the right to conduct any test it may deem advisable to establish that the products and/or services offered are in accordance with the contract requirements. CCPS reserves the right to reject the Proposal of any Offeror who does not pass such evaluation to the CCPS's satisfaction.

15. FORMAL SPECIFICATIONS: When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Offeror will be required to furnish articles in conformity with that specification.

16. OMISSIONS & DISCREPANCIES: Any items or parts of any equipment/product list in the solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment/product and its appurtenances, shall be considered a part of such equipment/product although not directly specified or called for in the specifications.

The Offeror shall 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.

17. CONDITION OF ITEMS: Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

18. AWARD OR REJECTION OF PROPOSALS:

- a. CCPS shall award the contract to the Offeror determined to be both fully qualified and best suited among those submitting proposals, as determined on the basis of the factors stated in this Request for Proposal, including price.
- b. CCPS reserves the right to reject any and all Proposals, in whole or in part, to waive any and all informalities, whenever such rejection or waiver is in the best interest of CCPS.

19. QUALIFICATIONS OF OFFERORS: CCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) or services, and the Offeror shall furnish to CCPS all such information and data for this purpose as may be requested. CCPS reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. CCPS further reserves the right to reject any Proposal if the evidence submitted by or investigations of such Offeror fails to satisfy CCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein, in the sole judgment of CCPS.

20. STANDARDS OF CONTRACT: CCPS reserves the right to cancel and terminate a contract at any time, at the convenience of CCPS. Repeated delays or partial deliveries and returns for inadequate, damaged, or spoiled products shall be interpreted as failure to meet contractual obligations and may cause cancellation of the contract. Upon receipt of notice of termination, the Contractor shall cease all deliveries or services unless advised by CCPS to do otherwise. In the event of termination, the contractor shall be compensated for those deliveries or services provided to the satisfaction of CCPS as of the date of termination as the sole remedy for cancellation.

21. AVAILABILITY OF FUNDS: Award and contract are conditioned upon appropriation and availability of funds from year to year. If sufficient appropriation and funding is not available, CCPS may terminate the contract without penalty, cost or damage payment.

22. INSURANCE: If requested in the solicitation, the Contractor shall secure and provide insurance in at least the following amounts:

Automobile Liability Insurance: \$1,000,000 combined single limit

General Liability Insurance: \$1,000,000 occurrence limit, \$2,000,000 general aggregate

Professional Liability (if appropriate): \$1,000,000 occurrence limit, \$2,000,000 aggregate

Workers' Compensation Insurance at statutory limits as required under the Virginia Workers' Compensation Act.

Within 15 days after Notice of Award, the Contractor agrees to furnish a Certificate of Insurance naming CCPS as additional insured.

All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia. The insurance company must have an A.M. Best Rating of A- or better. The insurer shall provide 30 days written notice to CCPS before any cancellation or non-renewal of insurance coverage.

The successful Offeror shall maintain Professional Liability Insurance covering errors, omissions, and negligent acts in the amount of not less than \$1,000,000 per claim, with coverage extended for at least one (1) year following completion of services under this contract.

23. INDEMNITY: The Offeror shall indemnify and hold harmless CCPS, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of CCPS with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by contractor unless resulting from the sole negligence of CCPS or its officers, boards, commissions, agents or employees.

CCPS will not indemnify the contractor.

24. PAYMENT TERMS: Unless otherwise provided in the solicitation, payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance of work, whichever is later.

25. PAYMENT TO SUBCONTRACTORS: Pursuant to the terms of Va. Code 2.2-4354, any contractor on a construction contract to be liable for the entire amount owed to any subcontractor with which it contracts. Such contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount promised to the subcontractor under the contract, the contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor receiving payment for amounts owed to that contractor. Any provision in a contract contrary to this section shall be unenforceable.

Within seven days after receipt of amounts paid to the contractor by CCPS for work performed by the subcontractor under the contract the contractor must either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
- b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The contractor shall pay interest to any of its subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from CCPS for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subparagraph b. above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month and the contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

26. RETAINAGE IN CERTAIN CONSTRUCTION CONTRACTS: Pursuant to the terms of Va. Code 2.2-4334, in any contract of \$200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations where portions of the contract price are to be retained, the contractor may elect, in writing, to use an escrow account procedure for utilization of CCPS's retainage funds. In the event the contractor elects to use the escrow account procedure, an escrow agreement shall be executed and submitted to CCPS within fifteen calendar days after notification of Proposal acceptance. If the escrow agreement form is not submitted within the fifteen-day period, the contractor shall forfeit his rights to the use of the escrow account procedure.

27. CHANGES TO THE CONTRACT:

- a. During performance of the contract, the parties may agree to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

- b. CCPS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract may include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give CCPS a credit for any savings. Said compensation shall be determined by written mutual agreement between the parties.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advance written approval of the School Board.

28. EMPLOYMENT 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 any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations place 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 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

29. DRUG FREE WORKPLACE: During the performance of this 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 place 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 or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with

this chapter, 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.

- 30. NONDISCRIMINATION STATEMENT:** In accordance with the Code of Virginia §2.2-4310 and §2.2-4343.1, this public body does not discriminate against faith-based organizations or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
- 31. ILLEGAL ALIEN EMPLOYMENT:** In accepting this order, the Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- 32. LICENSE:** If in a business or profession required to be licensed by the Commonwealth of Virginia, you must provide your state contractor's or professional certificate number.
- 33. COMMONWEALTH OF VIRGINIA BUSINESS TRANSACTIONS:** All Bidders or Offerors organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code must include in its bids or proposals the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the Bidder or Offeror is not required to be so authorized.
- 34. CONTRACT FORMATION:** The Offeror agrees to sign a contract drafted or approved by the School Board Attorney. Standard AIA contracts will not be accepted without significant revisions approved by the School Board Attorney. In the event no such contract is signed, the terms and conditions of all specifications, plans, and documents of this Request for Proposals shall constitute the terms of the contract, and no provision of any response, bid, or other agreement may vary or alter the same unless agreed in writing and approved by the School Board Attorney.
- 35. MODIFICATION:** Any term or provision submitted as part of your response that in any way attempts to change or modify the terms of these contract documents shall be ineffectual, null and void. In addition, CCPS may declare a Proposal that attempts to do so unresponsive and disqualified, in its sole discretion.
- 36. ASSIGNMENT:** The Offeror shall not assign this contract without the prior written consent of CCPS.

OFFEROR REMEDIES

37. PROTEST: Offerors may refer to §2.2-4357 through §2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

38. APPLICABLE LAWS AND VENUE:

- a. Any contract resulting from this solicitation shall be governed by the laws of the Commonwealth of Virginia. Venue for any litigation arising from a solicitation or resulting contract shall be proper only in Campbell County General District Court or Campbell County Circuit Court.
- b. The Contractor shall comply with all applicable federal, state and local laws.

39. CLAIMS PROCEDURE: Contractual claims must be submitted to the Campbell County School Board in writing no later than ten (10) days after the time of occurrence or beginning of the work upon which the claim is based. The School Board will consider all facts provided to it in a format established by the School Board and render a decision within sixty (60) days of receipt of the claim. Failure to act by the School Board shall operate to relieve the contractor from the claims procedure and allow the contractor to file suit for relief.

40. SEVERABILITY: In the event that any provision of these documents shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

41. COOPERATIVE PROCUREMENT: This procurement is being conducted by CCPS in accordance with the provisions of 2.2-4304 Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County Contract. CCPS assumes no responsibility for any notifications of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

Rev.07/20

SUPPLEMENTAL TERMS

These Supplementary Conditions are to supplement, modify or extend the provisions of the General Conditions to the extent hereinafter indicated.

INSURANCE:

The Contractor shall provide CCPS a certificate of insurance indicating the insurance coverage outlined in the Term and Conditions. CCPS shall be named as additional insured. The insurance company needs to be identified for each coverage. The certificates are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia. The insurance company must have an A.M. Best rating of A- or better.

Insurance provided in response to this proposal shall not contain language that allows defense costs to be subtracted from amounts available as coverage to the County in the event of a claim, without alternative arrangements satisfactory to the County, to include a personal guarantee of the insured Contractor and a financial statement.

APPLICATION FOR PAYMENT:

CCPS agrees to pay to the Contractor for the satisfactory performance of the Agreement, subject to such additions and deductions as are provided for in the specifications, in lawful money of the United States in conformity with their Proposal and according to the following method and schedule. Upon satisfactory completion of all work and testing under this Agreement and its acceptance by CCPS and upon submission by the Contractor of satisfactory evidence that all payroll, material bills, damage claims, and any other costs or claims whatever, incurred by the Contractor have been paid, CCPS shall make final payment within a period of forty-five (30) days following receipt of invoice, of all monies accrued and due to the Contractor.

ANTITRUST:

By entering into a contract, the offeror conveys, sells, assigns, and transfers to CCPS all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by CCPS under said contract.

DEBARMENT:

Vendors that participate in Invitations for Bids, Request for Quotes, and Request for Proposals are required to complete the Contractor Qualification Sheet as part of the required documentation. This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any governmental entity/agency in the Commonwealth of Virginia, nor

is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any governmental entity/agency in the Commonwealth of Virginia. Prior to making purchases from a vendor the County Purchasing Agent is required to check the Excluded Party List on Sam.gov to see if any prospective contractor or vender is barred from receiving government funds.

ETHICS IN PUBLIC CONTRACTING:

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

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request. The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

ATTACHMENT A

CONTRACTOR REFERENCE SHEET

1. **CONTRACTOR:**

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Contact Person: _____

Title: _____

Email Address: _____

2. **YEARS IN BUSINESS:**

Indicate the length of time you have been in business providing this type of service.

_____ Years _____ Months

3. **REFERENCES:**

Indicate below a listing of three (3) references in the Commonwealth of Virginia for whom you have provided the proposed service. Include the date service was furnished and the name and address of the person Campbell County Public Schools has your permission to contact. **(Use separate sheet or attachments if necessary.)**

PERSON TO CONTACT, PHONE
CLIENT NAME AND ADDRESS

NUMBER AND DATE OF SERVICE

NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH PROPOSAL.

ATTACHMENT B

CONTRACTOR (PROPOSAL) QUALIFICATION FORM

The above Proposal is hereby respectfully submitted by:

CONTRACTOR'S REGISTRATION NO. _____ A. _____ B. _____

CONTRACTING FIRM

BY (AGENT) (TYPE OR PRINT)

SIGNATURE

TITLE

BUSINESS ADDRESS

TELEPHONE AND FAX NUMBERS

DATE

NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH PROPOSAL.

ATTACHMENT C

***SCC Requirement per the Virginia Public Procurement Act, VPPA**

§ 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth. – A. All public bodies shall include in every written contract a provision that 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 or as otherwise required by law.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter 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.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

***Virginia State Corporation Commission ("SCC") registration information:** The undersigned Offeror:

☐ 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 Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH BID.

ATTACHMENT D

CONTRACT AWARD FORM

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written:

CAMPBELL COUNTY PUBLIC SCHOOLS
OWNER

CONTRACTOR

BY (SIGNATURE)

BY (SIGNATURE)

Clayton Stanley
PRINTED NAME

PRINTED NAME

P.O. Box 99
BUSINESS ADDRESS

BUSINESS ADDRESS

Rustburg, VA 24588
CITY STATE CITY

STATE

DATE ACCEPTED

DATE ACCEPTED

**NOTE: NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH PROPOSAL.
A countersigned copy will be furnished to successful Offeror.**

ATTACHMENT E

AFFIDAVIT CERTIFYING COMPLIANCE WITH § 22.1-296.1, Code of Virginia

This is to certify that no employee who will provide services on the school properties of Campbell County Public Schools and who is to have direct contact with students during regular school hours or during school-sponsored activities is disqualified under Va. Code § 22.1-296.1.

This includes compliance with restrictions relating to certain offenses identified in Virginia law, including barrier crimes defined in § 19.2-392.02(A), violent felonies, and other offenses referenced in § 22.1-296.1. Vendors may review these statutes directly for full definitions and applicability.

This requirement does not apply in emergency or exceptional circumstances where no direct contact with students is reasonably anticipated. Limited exceptions may also be considered in accordance with § 22.1-296.1(F)(2), provided statutory conditions are met.

Additionally, in accordance with Va. Code § 2.2-4311.4(A)(1), the use of forced or indentured child labor in the performance of any contract is strictly prohibited, and contractors must ensure this prohibition is passed through to applicable subcontracts and purchase orders.

By signing below, the vendor certifies that (1) vendor has read the referenced statutes and understands all restrictions concerning its employees, (2) vendor has taken all steps needed to perform an investigation into the criminal background of all of its employees sufficient to determine compliance with the statutory compliance, (3) all employees who will have direct contact with students during regular school hours or during school-sponsored activities meet the statutory requirements stated herein, (4) vendor shall advise all of its subcontractors of the requirements of Va. Code § 22.1-296.1 and require that each subcontractor comply to the same extent as vendor, and (5) vendor shall not use forced or indentured child labor in the performance of any contract as stated herein, and agrees to require by contract all its subcontractors to agree to do likewise.

Name of Company/Vendor

Signature of Contractor/Vendor Agent

Date

NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH BID.

ATTACHMENT F
SIGNATURE FORM

FOR CCADM 002-FY26

Altavista Combined School Feasibility Study RFP

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in CCADM 002-FY26; Altavista Combined School Feasibility Study RFP. My signature also certifies that the accompanying Proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Campbell County Public Schools, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Campbell County Public Schools pertaining to any and all work or services to be performed as a result of this request and any resulting contract with Campbell County Public Schools.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Firm Name _____

Address _____

FEIN _____ Phone: _____

Fax: _____ Email: _____

Commonwealth of Virginia License to do Business # _____

Authorized Signature _____

Name/Title (please print) _____

Date _____

NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH PROPOSAL.