

INVITATION FOR BID

Issue Date: June 2, 2017

Title: *Installation of Building Sprinkler System for the Conversion of Keen Street Eight Bed Waiver Residential Group Home to an Intermediate Care Facility*

Number: IFB2017SprinklerKeenSt

This IFB is a component of the 'IFB2016ConvertKeenSt'. As such the drawing specifications and original bid documents are posted for reference. The successful bidder's performance will be supervised and certified by R.L. Price Construction, Inc. and Hughes Associates Architects & Engineers who were awarded the original bids for this project. Contact information for these companies is listed on page 2.

Issuing Agency & Address: Danville-Pittsylvania Community Services
245 Hairston Street
Danville, Virginia 24540

Location of Work: 505 Keen Street, Danville, VA 24540

MANDATORY PRE-BID MEETING: Danville-Pittsylvania Community Services (AGENCY), 505 Keen Street, Second Floor Conference Room/Sunroom, Danville, VA 24540, **2:00 p.m., local time, June 14, 2017.**
Attendance at the pre-bid meeting is REQUIRED to submit a bid.

All inquiries for information should be directed to: Sara Craddock, Director of Developmental Services
Telephone #: (434) 799-0456, ext 3121
Email: scraddock@dpcs.org

Bids may be mailed or hand delivered directly to Danville-Pittsylvania Community Services at the following:
Danville-Pittsylvania Community Services, 245 Hairston Street, West Wing Receptionist Office, Danville, Virginia 24540

Sealed bids for furnishing the services described herein will be received until **2:00 p.m. local time on June 28, 2017. One (1) original and two (2) copies of the bound Bids including all sixteen (16) pages of this Invitation.** A link to the bid documents is located on the procurement page of the Agency's website at www.dpcs.org in the procurement section listing this Invitation for Bid. **A public opening of the bids will be held at 2:00 PM on June 28, 2017 in the Betty Whitehead M.D., Board Room at 245 Hairston Street.** Danville-Pittsylvania Community Services reserves the right to reject any and all bids and to waive any informalities or irregularities in procedure. This project is contingent on receipt of funding. The Owner reserves the right to award more or less work than contemplated in this bid.

Signed Bid:

In compliance with this Bid and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached bid or as mutually agreed upon by subsequent negotiation.

Name and Address of Bidder:

_____	By (Typed Name): _____
Name of Bidder	Title: _____
_____	Signature: _____
Address	_____
_____	_____
Address	_____
Telephone #: _____	Email: _____

This cover page must be returned with a copy of the Invitation for Bid which consists of sixteen (16) pages.

INVITATION FOR BID

INSTALLATION OF BUILDING SPRINKLER SYSTEM FOR THE CONVERSION OF KEEN STREET EIGHT BED WAIVER RESIDENTIAL GROUP HOME TO AN INTERMEDIATE CARE FACILITY

Issue Date: June 2, 2017

Danville-Pittsylvania Community Services (hereinafter called the "Agency") invites qualified general contractors (hereinafter called the "Bidder") to submit bids to install the building sprinkler system as a component of the conversion of Keen Street Residential Group Home to an Intermediate Care Facility located at 505 Keen Street Danville, Virginia.

I. PURPOSE

The purpose of this Invitation to Bid is to solicit bids for the purpose of entering into a contract to install the building sprinkler system as a component of the building renovations needed to convert the eight bed waiver facility at 505 Keen Street to an Intermediate Care Facility (ICF).

II. SCOPE OF SERVICES

The specifications for the sprinkler system are located in the document titled 'DPCS Keen St Sprinkler Drawings'. The specifications for the building renovations are located in the document titled 'DPCS Keen St Conversion 04-25-2017'. The original bid documents are titled 'Original IFB 2016 Convert Keen St' and are to be used as a reference as needed. A link to these documents is located on the procurement page of the Agency's website at www.dpcs.org in the procurement section listing this Invitation for Bid.

- A. Attendance at the Pre-Bid Meeting to be held at Danville-Pittsylvania Community Services, June 14, 2017, 505 Keen Street, Second Floor Conference/Sunroom, Danville, Virginia will be mandatory to submit a bid.
- B. The successful bidder's performance will be supervised and certified by the following contractors already awarded the bid for the building renovations and architectural and engineering services:
 - a. Hughes Associates Architects & Engineers; 656 Elm Avenue SW; Roanoke, Virginia 24016; www.HughesAE.com
 - b. R.L. Price Construction, Inc.; 2166 Salem Industrial Drive; Salem, Virginia 24153; www.rlprice.com

III. QUALIFICATIONS OF BIDDER

To be considered as qualified, the Bidder shall demonstrate the following in the response to this Invitation For Bid:

- A. References of past performance of projects of similar scope. The bidder must provide three references of past performance of projects of similar scope to include the customer name, contact information and scope of the project.
- B. Licensed Virginia Class 'A' contractor.

IV. BID REQUIREMENTS

- A. The bid shall be signed on the title page by an authorized representative of the contracting Bidder. By submitting a bid, the Bidder certifies that all information provided in response to this bid is true and accurate. Failure to provide information required by this bid will result in rejection of the bid.
- B. The bid should be prepared simply and economically, providing a straightforward, concise description of the Bidder's capabilities for satisfying the requirements of this bid. Emphasis should be on completeness and clarity of content.
- C. In order to be considered for selection, the Bidder must submit a complete response to this request which includes one (1) signed bound original and two (2) bound copies of this entire document and must include the signed cover page and Pages 2 through 16 (which includes Attachment #1 and Attachment #2) of the Invitation for Bid. The response must include a copy of the contractor license and references as requested in this document.
- D. All documentation submitted with the bid shall be included in the signed original and two copies. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective bid are neither required nor desired.

V. EVALUATION AND AWARD OF CONTRACTS

- A. Bidders shall submit pages 1-16 of this Invitation to Bid, references, a copy of the contractor license and copies of any amendments to the Invitation for Bid (if applicable), in one **sealed** envelope, clearly identifying the contents on the outside of the envelope as "**INSTALLATION OF BUILDING SPRINKLER SYSTEM FOR THE CONVERSION OF KEEN STREET EIGHT BED WAIVER RESIDENTIAL GROUP HOME TO AN INTERMEDIATE CARE FACILITY**".
- B. Qualification Requirements are set forth in Section III. Award will be made to the lowest price responsible and responsive bidder. 'Responsible' and 'Responsive' are defined by the Virginia Public Procurement Act.
- C. Award of Contract is contingent on available funding. The Agency reserves the right to reject any or all bids, and to award more or less work than contemplated. Unless all bids are canceled or rejected, the Agency reserves the right granted by Section 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible Bidder to obtain a contract price within the funds available. Negotiations with the low Bidder may include both modifications of the bid price and the Scope of Work/Services to be performed.
- D. The award notification will be posted on the procurement page of the AGENCY website at <http://www.dpcs.org>.

- E. AGENCY reserves the right to request additional information from any Bidder that AGENCY considers necessary to make an informed decision about its qualifications. However, AGENCY may make its decision without further contact with the Bidder. Therefore, the bidder must submit with its Bid all information requested in enough detail to clearly demonstrate its qualifications.
- F. Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

VI. GENERAL TERMS AND CONDITIONS

A. Agency's Procurement Policy:

The Agency's process of procurement shall be in accord with the Virginia Public Procurement Act as set forth in the Code of Virginia.

B. Mandatory Use of Agency Form and Terms and Conditions:

Failure to submit a bid on the official Agency form provided for that purpose may be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, the Agency reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid.

Nonconforming terms and conditions

If the bidder submits alternate terms and conditions with the bid that do not conform to the terms and conditions in this solicitation, the bid is subject to rejection as nonresponsive. The AGENCY reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the AGENCY of nonresponsiveness as a result of the submission of nonconforming terms and conditions.

C. Clarification of Terms:

If any Bidder has questions about the specifications or other solicitation documents, the Bidder should contact the contract officer whose name appears on the face of the solicitation, no later than seven days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Director of Finance of Danville-Pittsylvania Community Services.

D. Qualification of Bidders:

Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the AGENCY that it has the necessary facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. The bidder may also be required to show past history and references, which will enable AGENCY to be satisfied as to the bidder's qualifications. Failure to qualify

according to the foregoing requirements will justify bid rejection by the AGENCY.

E. Informalities:

AGENCY has the right to waive minor defects or variations from the exact requirements of the specifications in a bid that do not affect the price, quality, quantity, or delivery schedule of the goods, services or construction being procured. If insufficient information is submitted for the AGENCY to properly evaluate the bid by a bidder; the AGENCY has the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

F. Withdrawal of Bid from Consideration:

A bidder may withdraw its bid from consideration if the price bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of a bid are permitted after the time and date set for the bid opening. The bidder must give notice in writing to the AGENCY of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two business days after the bid opening. A bid may also be withdrawn if the bidder makes its request in writing to the AGENCY prior to the time set for the opening of bids, or if the AGENCY fails to award the bid within ninety (90) days after the date fixed for opening bids.

G. Assignment of Contract:

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Agency.

H. Anti-Discrimination:

By submitting a bid, the Bidder certifies to the Agency that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-43 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin 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.

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.

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.

2. The contractor will include the provisions of 1 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Debarment Status:

By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids on contracts by any Agency of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts by any Agency of the Commonwealth of Virginia.

J. Applicable Law and Courts:

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Bidder shall comply with applicable Federal, State and local laws and regulations.

K. Compliance:

By submitting a bid, the Bidder certifies that it is and will remain in full compliance with:

1. The Federal Civil Rights Act of 1964, as amended.
2. The Federal Immigration Reform and Control Act of 1986- By submitting a bid, the Bidder certifies it will not during the performance of this contract employ unauthorized alien as defined in this Act.
3. The Virginia Fair Employment Act of 1975, as amended, where applicable.
4. The Virginia Conflict of Interest Act.
5. The Virginians with Disabilities Act.
6. The Americans with Disabilities Act.
7. The Antitrust laws of the United States and the Commonwealth of Virginia.
8. The following sections of the Virginia Public Procurement Act:

Section 2.2-4311 Employment Discrimination Act
Section 2.2-4354 Payment to Subcontractor
Sections 2.2-4367 and 2.2-4377 Ethics in Public Contracting

L. Subcontracts:

1. The Contractor shall as soon as practicable after signing the contract, notify the Owner in writing of the names of the Subcontractors proposed for the principal parts of the work. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object to as unsuitable. The Owner will not direct the Contractor to contract with any particular Subcontractor unless provided in the specifications or Bid Form.
2. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract. The AGENCY will, throughout the life of this Agreement, have the right of reasonable rejection and approval of subcontractors assigned to the project by the Contractor.

M. Ethics in Public Contracting:

By submitting a bid, the Bidder certifies that: (1) its bid is made without collusion or fraud; (2) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its bid; and (3) it has not conferred with 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.

N. Ownership of data and Virginia Freedom of Information Act:

Ownership of all data, materials and documentation originated and prepared for the Agency pursuant to the Invitation for Bid shall belong exclusively to the Agency and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of Section 2.2-4342.F of the Code of Virginia, in writing, either before or at the time the data 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 underling and must indicate only the specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices and /or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the bid.

O. Indemnification:

The Contractor covenants to save, defend, hold harmless, and indemnify the AGENCY, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs

(including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract documents.

P. Antitrust:

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Agency all rights, title and interest in and to all causes of the action it may now have 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 the Agency under said contract.

Q. Non-discrimination:

A bidder or contractor shall not be discriminated against in the solicitation or award on this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his/her objections, access to equivalent goods, services, or disbursements from an alternative provider.

R. Small, women-owned and minority-owned (swam) businesses:

AGENCY welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions. AGENCY actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the procurement page of the AGENCY's Internet site at: <http://www.dpcs.org>.

S. Drug-free workplace and tobacco-free campus:

The general contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ) and maintain a drug-free work environment. The contractor shall also comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued. During the performance of this Contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) 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, as well as use of tobacco products is prohibited in the Contractor's/AGENCY's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) 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 (4) 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 and tobacco-free campus" means a site for the performance of work 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 or use of tobacco products while on the property during the performance of the contract.

Tobacco-free requirement

AGENCY has a tobacco-free policy on all properties. Therefore, the use or display of tobacco products by the Contractor, Contractor's employees, its suppliers and/or subcontractors on AGENCY property is strictly prohibited at all times, including days and/or hours when AGENCY is not in session. This includes, but is not limited to, outdoor areas of AGENCY properties and personal or business vehicles present on AGENCY property.

"Tobacco products" include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

"AGENCY property" includes land, buildings, facilities, and vehicles owned or rented by AGENCY. AGENCY property includes parking lots, grass near road, and bus stop.

T. Taxes:

1. The Contractor shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between the AGENCY and the Contractor, as the taxes shall be an obligation of the Contractor and not of the AGENCY, and the AGENCY shall be held harmless for same by the Contractor.
2. The AGENCY is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

U. Compliance with State law; foreign and domestic businesses authorized to transact business in the Commonwealth:

1. 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 of the Code of Virginia or as otherwise required by law.
2. 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.

3. Any bidder or offeror described in subsection 2 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 Executive Director of the Agency.
4. Any business entity described in subsection 1 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.
5. 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.

V. Contract documents

The Contract Documents consist of the following:

1. The Invitation to Bid
2. The Bidder's signed response to the Invitation to Bid including the Attached Bid Form
3. The Project Manual titled 'Interior Renovations for 8 Bedroom Waiver Danville-Pittsylvania Community Services' issued by Hughes Associates Architects & Engineers
4. The drawings and specifications issued by Hughes Associates Architects & Engineers
5. All modifications and addenda to the above documents, all of which shall be referred to collectively as Contract Documents.

Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect.

W. Safety:

The Contractor shall comply with and ensure that the Contractor's personnel and subcontracted personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry and the Federal Occupational Safety and Health Administration requirements. The Contractor shall provide or cause to be provided all technical expertise, qualified

personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to AGENCY Project Manager at least one on-site person who is the Contractor's competent, qualified, or authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified or authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

X. Work site damages:

Any damage to finished surfaces resulting from work performed under this Contract shall be repaired to the AGENCY's satisfaction at the Contractor's expense.

Y. Invoices and Payment terms:

Unless otherwise indicated in the Contractor's response, payment terms will be recorded by AGENCY as Net 30 days. Contractor will be required to submit an IRS Form W-9, Request for Taxpayer Identification Number and Certification prior to payment. AGENCY will pay the Contractor within 30 days after the date of receipt of a standard AIA requisition against a job cost breakdown based on percentage of work completed and certified by the Project Architect. A five percent (5%) retainage will be applied to each requisition.

Z. Use of Brand Names:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body in its sole discretion determines to be the equal of the specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Agency 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. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. 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 offered is an "equal" product, such bid will be considered to offer the brand name product referenced in the solicitation. Considerations under this section will be handled through the submittal process and subject to the review and approval of the Project Architect.

AA. Confidentiality

The Contractor assures that information and data obtained during the performance of this agreement, to include personal facts and circumstances related to patients or clients, shall be considered confidential, during and following the term of this agreement, and will not be divulged without the written consent of Danville-Pittsylvania Community Services (AGENCY) and then only in strict accordance with prevailing laws. The contractor shall hold all information provided by AGENCY as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials, data and information in the possession of the Contractor, provided to or obtained by the Contractor during the performance of this agreement and to satisfy the requirements of this agreement, shall be provided to AGENCY in hardcopy and/or electronic form. Except where laws allows, the Contractor shall not retain hard copies of the material, data and information and all electronic stored material, data and information shall be expunged from equipment and systems retained by the Contractor.

BB. Termination for default:

The contract will remain in force for the full period specified and until AGENCY determines that all requirements and conditions have been satisfactorily met and AGENCY has accepted the work, and thereafter until the Contractor has met all requirements and conditions relating to the work under the Contract Documents following the contract term, including warranty and guarantee periods. However, AGENCY will have the right to terminate the contract sooner if the Contractor has failed to perform satisfactorily the work required, as determined by AGENCY in its discretion. In the event AGENCY decides to terminate the contract for failure to perform satisfactorily, AGENCY will give the Contractor at least fifteen days written notice before the termination takes effect. Such fifteen day period will begin upon the mailing of notice by AGENCY. If the Contractor fails to cure the default within the fifteen days specified in the notice and the contract is terminated for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for all contract services satisfactorily performed by the Contractor and allocable to the contract and accepted by AGENCY prior to such termination. However, an amount equal to all additional costs required to be expended by AGENCY to complete the work covered by the contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event AGENCY terminates the Contract.

Except as otherwise directed, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

CC. Termination for the convenience of Agency :

The performance of work under the contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in AGENCY's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen days

before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to AGENCY; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

VII. **SPECIAL CONDITIONS**

A. **INSURANCE**

1. By signing and submitting a bid under this solicitation, the contractor certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these coverages during the entire term of the contract and all coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Furthermore, the bidder will provide the Agency a certificate of insurance verifying the coverages below and listing Danville-Pittsylvania Community Services as an additional insured upon award of the contract.

The Bidder further certifies subcontractors will maintain the following insurance requirements and provide copies of insurance certificates to the Agency.

2. **INSURANCE COVERAGES REQUIRED**

Worker's Compensation- statutory requirements and benefits

Commercial General Liability--\$1,000,000 per occurrence and \$2,000,000 aggregate with Danville-Pittsylvania Community Services named as additional insured.

Automobile Liability--\$500,000 each person/accident for property damage and \$1,000,000 each accident for bodily injury

3. The contractor's signature on this solicitation constitutes certification that if awarded the contract, it shall obtain the necessary coverage as specified within 10 days of notification of Award of the Contract.

B. **BID ACCEPTANCE PERIOD**

This bid shall be binding for sixty (60) calendar days following the bid opening date. Any bid on which the contracting Bidder shortens the acceptance period may be rejected.

C. CHANGES TO THE CONTRACT

Any proposed changes to the contract will be presented in the form of a Change Order (using Standard AIA Change Order Forms) and subject to review and approval by the Agency, General Contractor and the Architect. Any change order in the amount of twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, will require the written approval of the Board of Directors of the Agency per the Virginia Public Procurement Act.

ATTACHMENT #2

VIRGINIA STATE CORPORATION COMMISSION (SCC)

REGISTRATION INFORMATION

The Bidder/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 Bidder/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 offer or'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/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.

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/proposals: