



Request for Proposals

ISSUE DATE: April 21, 2026

PROPOSAL **DUE DATE AND TIME:** May 5, 2026 **4:00 pm - LOCAL TIME**

(The time of receipt shall be governed by the clock at the address below)

School Band Instrument Repair Services

ISSUED BY: **SALEM CITY SCHOOLS**

SALEM, VIRGINIA

Signed and sealed proposals should be clearly marked on the outside envelope **“School Band Instrument Repair Services Proposal Due May 5, 2026 4:00 pm local time”** and delivered or mailed to:

Mandy C. Hall
Chief Financial Officer
Salem City Schools
510 South College Avenue
Salem, Virginia 24153
E-mail: mhall@salem.k12.va.us

Phone (540) 389-0130

Purchasing inquiries may also be made to the above contact person and phone number. No phone, email, oral or fax proposals will be accepted.

I. PURPOSE

The purpose of this Request for Proposals (RFP) and resulting contract is to solicit proposals from a qualified company to provide school band instrument repair services for school division-owned instruments from Salem High School and Andrew Lewis Middle School.

One (1) unbound original and three (3) copies of the proposal are required and must be submitted as indicated on the cover page of the RFP.

II. STATEMENT OF NEEDS

General Requirements:

1. The offeror must be an established entity and have a proven track record with the type of services requested, including number of years in business, and they should be able to provide references from other school divisions or other relevant entities.
2. The specifications, general conditions following, the proposal and the contract agreement, form the contract and they shall be fully part of the contract, as if thereto attached, or therein repeated.
3. Right is reserved by the school division to accept or reject any or all proposals, and waive informalities therein.
4. Repair Technicians must be properly trained in minor and major repairs and adjustments and certified or licensed, if applicable.
5. At minimum, weekly pickup of instruments would be needed.

III. SCOPE OF WORK

- The successful offeror will provide repair services for normal wear and tear under an annual contract that is annually renewable for up to 4 additional years for a total of 5 years if both parties are in agreement as to terms.
- The contract year will run from July 1st to June 30th or as agreed to
- The following are the number of school-owned instruments, not all of which require adjustments each year:
 - High School instruments: 150
 - Middle School instruments: 200
- Ad hoc repairs or adjustments beyond normal wear and tear will be needed throughout the year and billed depending on the extent of work needed.

IV. CALENDAR OF EVENTS

The following is a tentative outline of the schedule for selecting an:

- RFP issued April 21, 2026
- **RFP responses due May 5, 2026 4:00 pm**
- Conduct discussions and applicable demos May 11-14, 2026
- Select top ranked proposer May 15, 2026
- Award bid and finalize contract documents May 26, 2026
- Contract begins July 1, 2026

V. **GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS - READ CAREFULLY - FAILURE TO COMPLY WITH EACH AND EVERY PROVISION OF THIS PROPOSAL AND THE SPECIFICATIONS ARE GROUNDS TO DISQUALIFY A PROPOSER.**

Wherever the term Salem City or Schools is used, it is understood to include the Salem City School Board. Salem City Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4343.1. The offeror shall cooperate with school officials in performing the contract to insure minimal interference with the normal school program.

SUBMISSION AND RECEIPT OF PROPOSALS:

- a) To be considered, all must be delivered in a sealed envelope, clearly marked with the words "PROPOSAL DOCUMENTS", and the name of the item being Bid and received in the Salem City Schools Business office no later than the specified due date and time. Failure to timely submit such proposal shall disqualify the proposer and such proposal will be returned to the proposer unopened. **NO FAXED BIDS WILL BE ACCEPTED.**
- b) Unless otherwise specified, proposers must use the RFP/proposals form furnished by Salem City Schools. Failure to do so shall be grounds for rejection of the proposal.
- c) Proposals having any erasures or corrections must be initialed in ink by the proposer. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All proposals must either be typewritten or printed in ink.
- d) The original copy of the proposal must not be permanently bound.

By submitting a proposal, the Offeror represents that they have read and understood the requirements and goods or services being requested including applicable laws and regulations. The failure of an Offeror to receive or examine any form, addendum, or other documents shall in no way relieve the offeror from any obligations with respect to the proposal or any resulting contract.

Salem City Schools shall provide the mechanism for the evaluation of all information received. The school district reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the school district may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

Multiple options and pricing are encouraged by each vendor, based on what each vendor thinks would be best for the division. Justification for purchase will be made on what is determined to be the best interest of Salem City Schools as determined by the Salem City School Board's Chief Financial Officer regardless of price, quality or any other factors.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact us. We require that you provide at least 48 hours' notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodation or assistance, which may be required for your participation.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the school district, any contact initiated by any Offeror with any School representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

REFERENCES

All Offerors shall include a list of five (5) references, from school districts and/or similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, email addresses, and phone numbers of all references on the attached form.

References may or may not be reviewed or contacted at the discretion of the school district. Typically, only references of the top ranked short-listed Offeror or Offerors are contacted. The school district reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the school district, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels

best meets the needs of Salem City Schools. The school district will make the final determination of the proposal that best meets the needs of Salem City Schools.

COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Invitation for Bid is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the Salem City Schools, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

Salem City Schools shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

PRICES TO BE FIRM:

The proposer warrants, by virtue of proposal, that the prices, terms and conditions quoted in his proposal will be firm for a period of 60 days from the date the proposals are due. Net 30 after receipt of invoice. Price should include shipping.

INVOICES:

The vendor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for the items ordered, delivered and accepted by Salem City. All invoices must show the purchase order/contract number. All vendors need to be properly registered as a payment vendor for the City in order to receive payment and not as an employee of the school division. All vendors previously registered are still in the system as a payment vendor. If no prior business had been conducted, please provide a W-9 form with bid. Payment in advance is prohibited under this contract. Payment may only be made after the delivery and acceptance of goods or services. The supplier shall submit invoices in arrears.

DELIVERY POINT:

Unless otherwise indicated, all items shall be delivered F. O. B. with destination and delivery charges included in the proposal price. F. O. B. destination is interpreted to mean unloading and placing in the building or area as directed by the Schools.

CASH DISCOUNTS:

In determining the award of a proposal, cash discounts for prompt payment will be considered. Discount time period computations shall commence from and after complete delivery, in satisfactory condition, and receipt of a properly documented invoice.

BRAND NAMES:

When a brand name appears in the specifications, it is solely for the purpose of establishing a grade or quality of material. The Schools do not wish to rule out other brands or manufacturers; therefore, the words "EQUIVALENT TO" are automatically included. However, if a product other than that specified is proposed, it is the vendor's responsibility to prove to the Schools that said product is equivalent to that specified in the proposal.

QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this proposal shall be of the best quality available.

ACCEPTANCE OF MATERIAL:

Until such time as all the conditions in the contract are fulfilled, Salem City Schools reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS:

Clearly specify your warranty of products and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY:

Time is of the essence for delivery of any items, products or service procured as a result of this proposal. If delivery is not made at the time specified, Salem City Schools reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future School contracts.

DEFAULT PROVISION:

In case of default by the vendor, the Schools shall have the sole discretion to procure the articles or services from other sources. The defaulting vendor shall be liable for any and all costs in excess of the contract price occasioned by or resulting from such default whether directly or indirectly, which sums may be paid or credited from any forfeited bond or other security. Upon written notice, the vendor will have 20 calendar days to remedy the default.

PRICING:

In the event of discrepancy between the total pricing and unit prices, the Schools in its sole discretion, shall determine the proposal price.

PROPOSAL:

A proposal may be withdrawn or modified prior to the time and date set for the receipt of proposals. The offeror shall notify the school division of its intent in writing. If a change in the proposal is requested, the modification must be worded to clearly indicate the new amount and to not reveal the original amount. Modified or withdrawn proposals may be resubmitted to the Chief Financial Officer up to the time and date set for receipt of proposals. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.

Any material changes to the proposal by the school division will be made in writing and distributed by facsimile or mail. Each offeror is responsible for determining that all addenda have been received before submitting the proposal.

COPYRIGHTS OR PATENT RIGHTS:

The proposer warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The proposer agrees that Salem City Schools shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

FEES INCLUDED IN PROPOSAL PRICE:

Submitted proposals shall include in the price, the cost of any Business and/or Professional licenses, permits or fees as required by law.

TAX EXEMPTION:

Salem City Schools is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the Schools will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY:

Salem City Schools reserves the right to request from the proposer, a separate manufacturer's certification of all statements made in the proposal. The Schools may request any or all proposers to furnish proof of experience, ability and financial standing.

SIGNED PROPOSAL CONSIDERED AN OFFER:

This RFP must be signed as herein provided. Submission of this signed RFP shall be considered an offer by the proposer or contractor to sell the items or services as required in the specifications. All proposals are subject to approval by the Salem City School Board. In the case of default by the proposer or contractor after acceptance, the Salem City School Board may take such action, as it deems appropriate, including forfeiture of any and all bonds or security and legal action for damages or specific performance.

COMPLIANCE WITH LAWS:

The proposer is responsible for compliance with all Local, State and/or Federal laws and regulations. Salem City Schools shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA:

A vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with Salem City Schools pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. 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 of Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The Schools may void any Contract with a business entity if the business entity fails to remain in compliance with the provision of this section.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

ACCEPTANCE OR REJECTION OF PROPOSALS:

Salem City Schools reserves the right to accept or reject any or all proposals/offers. The Schools also reserve the right to award the contract for any such materials, goods or services the Schools deem will best serve its interest. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combination as shall best serve the interest of the Schools. Salem City Schools reserves the right to make a site visit to the facility prior to bid award.

RULING LAW:

This RFP and any contract executed pursuant hereto of which this RFP shall be an internal part shall be governed, controlled and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the City of Salem or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

NONDISCRIMINATION PROVISIONS:

During the performance of this contract, the vendor will not discriminate against any employee or applicant for employment because of age, 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 vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause. The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer. The offeror shall include the provision of the foregoing paragraph in every purchase order over \$10,000 so that the provisions will be binding upon each vendor.

INSURANCE:

The **VENDOR** shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the **VENDOR'S** execution of the work, whether such execution be by himself or by any **SUBCONTRACTORS** or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the **VENDOR**, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees, and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the Salem City Schools shall be filed with the Salem City Schools prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior **WRITTEN NOTICE** has been given to the Salem City Schools.

The **VENDOR** shall procure and maintain, at his own expense, during the **CONTRACT TIME**, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the **CONTRACTOR** and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the **CONTRACT DOCUMENTS**, whether such operations be by himself or by any **SUBCONTACTOR** under him, or anyone directly or indirectly employed by the **VENDOR** or by a **SUBCONTRACTOR** under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.

The VENDOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the VENDOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the VENDOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the VENDOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

ANTI-DISCRIMINATION:

By submitting their proposals, respondents/offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPS)*. 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 beliefs, 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; if the faith-based organization segregates public funds into separate accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.IE).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, 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 employment placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting

these requirements.

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

NONDISCRIMINATION OF CONTRACTORS:

A respondent, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the respondent or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternate provider.

SPECIAL INSTRUCTIONS:

ANTITRUST

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Salem City Schools 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 Salem City Schools under said contract.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that Salem City Schools shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable in whole or in part without the written consent of Salem City Schools.

IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing this proposal, the proposer certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

ANTI-COLLUSION CERTIFICATION:

By my signature on the face of this proposal, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer.

KICKBACKS

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or Subcontractor in connection with proposal on this contract, Subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless Salem City Schools and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The school district cannot legally agree to any clause indemnifying the Vendor from any damages arising out of the contract or holding the Vendor harmless. The submission of a bid or proposal means that the Vendor agrees not to request such language in the resulting contract.

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal. The City of Salem Schools reserve the right to terminate the contract/purchase order immediately in the event the contractor discontinues or abandons operation, if it is adjudged bankrupt, or is reorganized under any bankruptcy law, or fails to maintain adequate insurance.

The City of Salem Schools reserves the right to cancel and terminate any resulting contract upon ninety (90) day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and /or perform all services prior to the effective date of cancellation. Cancellation of the contract would become effective the ninety-first day after notification.

DRUG-FREE WORKPLACE

During the performance of this contract, the vendor agrees to (i) provide a drug-free workplace for the Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor 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 Vendor 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.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT

Prior to awarding a contract for the provision of services that require the Vendor or his employees to have direct contact with students, the school board shall require the Vendor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense

involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense; and (ii) whether he has been convicted of a crime of moral turpitude. (§22.1-296.1 (C)).

VI. PROPOSAL SUBMISSION REQUIREMENTS:

- A. FAX, telephone, email, and oral proposals are not accepted.
- B. By submitting a proposal, the offeror represents that they have read and understood the requirements and goods or services being requested including applicable laws and regulations. The failure of an offeror to receive or examine any form, addendum, or other documents shall in no way relieve the offeror from any obligations with respect to the proposal or any resulting contract.
- C. Trade secrets or proprietary information submitted by the offeror in response to this RFP shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke this protection prior to and upon submission of data or materials, and must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proposer may submit a separate marked non-proprietary copy available for public disclosure if they wish to invoke this protection. If a proposer marks essentially all pages as proprietary or confidential or equivalent, the proposal does not meet the criteria to be held as proprietary under the Virginia Freedom of Information Act.
- D. A proposal may be withdrawn or modified prior to the time and date set for the receipt of proposals. The offeror shall notify the school division of its intent in writing. If a change in the proposal is requested, the modification must be worded to clearly indicate the new amount and to not reveal the original amount. Modified or withdrawn proposals may be resubmitted to the Chief Financial Officer up to the time and date set for receipt of proposals.
- E. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.
- F. Any material changes to the proposal by the school division will be made in writing and distributed by facsimile or mail. Each offeror is responsible for determining that all addenda have been received before submitting the proposal.
- G. Proposals not containing proprietary information shall only be open to inspection after the award of the contract.

VII. PROPOSAL RESPONSE FORMAT

Any organized and readable format is acceptable as long as it includes:

- Company description (location, number of employees, employee qualifications (i.e., training and applicable certifications), length of time in business, etc.)
- Description of type of instrument repair services that are available and requirements for delivering instruments and typical turnaround repair time
- Cost of annual maintenance agreement for normal wear and tear repairs in year one and which repair services will be included
- Cost list of other typical ad hoc repairs outside of the maintenance contract.
- Typical cost adjustments anticipated in subsequent years if contract is renewed annually
- At least 2 client references we can call, preferably Virginia school systems with similar needs

VIII. PROPOSAL EVALUATION AND SELECTION PROCESS

- A. The school division will review the proposals and conduct subsequent discussions and demos either in person or on-line or by telephone with at least 2 offerors considered to be fully qualified and best suited among the submitting proposals.
- B. Selection of the successful offeror will be based on the following criteria:
1. Band instrument repair experience and methods for drop-off and pickup
 2. Past experience with school division
 3. Cost and contractual terms
 4. References
- C. Following discussions with the 2 firms, the school division shall select the offeror who has made the best proposal and will award the bid to the top-ranked offeror. The award document or resulting contract shall incorporate the terms and conditions of the RFP.
- D. The school division shall not be obligated to justify its reasons for non-selection to firms whose proposal was not accepted.

**NOTICE OF PROPRIETARY INFORMATION FORM
RFP for School Band Instrument Repair Services**

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

| Section Title | Page # | Reason(s) for Withholding from Disclosure |
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INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or Quote document, line-item prices, and/or total bid or Quote prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or Quote.

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

SIGNATURE SHEET
RFP for School Band Instrument Repair Services

BY SIGNING THIS CERTIFICATION, THE PROPOSER INDICATES AN UNDERSTANDING OF THE REQUIREMENTS AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS QUOTE.

DATE _____

PAYMENT TERMS – NET 30

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

FEIN: _____

VA BUSINESS LICENSE NUMBER: _____

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) _____

VIRGINIA SCC NUMBER OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO AUTHORIZED PER VA CODE § 2.2-4311.2 _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

REFERENCE FORM
RFP for School Band Instrument Repair Services

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

Salem City Schools
Contractor Certification Form (Can be completed at time of Contract)

The Code of Virginia (Section 22.1-296-1) requires contractors who provide services to schools with employees who will have direct contact with students on school property during regular school hours or during school-sponsored activities to provide certification that all such persons (contractor and employees) have not been convicted of the crimes listed below

I. Certification Section to be Signed by CEO or Designee

I certify to Salem City Schools that to the best of my knowledge that no employee of my company having direct contact with students during regular school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Name of Company CEO or Designee _____

Title of CEO or Designee _____

Name of Company _____

Signature of Company CEO or Representative _____

Phone Number () _____

Date _____

If the company is unable to provide the certification due to a conviction, please return the form and attach an explanation.

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II. Certification Section to be Signed by Each Individual Employee Who Will Physically Work on Salem School Property During Regular School Hours or School-Sponsored Activities

By signing below, I certify to Salem City Schools that I have never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

| <u>Printed Employee Name</u> | <u>Signature</u> | <u>Date</u> |
|------------------------------|------------------|-------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

