



# Poquoson City Public Schools

**Request for Proposal RFP: SBO-24-004**

**Poquoson Elementary School Playground  
Purchase and Installation RFP**

**RFP Due Date: 2:00 p.m. on Friday, May 3, 2024**

Copies of this RFP can be obtained:  
Poquoson City Public Schools  
500 City Hall Avenue, Suite 219  
Poquoson, VA 23662  
Brandon Ratliff  
(757) 868-3055



Poquoson City Public Schools  
500 City Hall Avenue  
Poquoson, Virginia 23662  
(757) 868-3055

## REQUEST FOR PROPOSAL

**RFP #:** SBO-24-004

**Title:** Poquoson Elementary School Playground Purchase and Installation RFP

**Issue Date:** March 29, 2024

**Due Date:** May 3, 2024, no later than 2:00 p.m. local time at the School Board Office, Attention: Brandon Ratliff, 500 City Hall Avenue, Suite 219, Poquoson, Virginia 23662

**Submit:** One (1) Original (clearly marked as such) and Four (4) Copies, Signed Cover Page and Attachments A, B, C, D and E

FAX OR EMAIL SUBMISSIONS ARE NOT PERMITTED

**Inquiries:** Questions pertaining to this project should be directed to Brandon Ratliff, Ed.D., Assistant Superintendent for Operations, in writing via email at [BRANDON.RATLIFF@POQUOSON.K12.VA.US](mailto:BRANDON.RATLIFF@POQUOSON.K12.VA.US) no later than 12:00 p.m. on April 19, 2024

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Poquoson City Public Schools (PCPS) does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1, or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

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In compliance with this Request for Proposal and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies that he/she has read, understands, and agrees to all terms, conditions and requirements of this bid and is authorized to contract on behalf of the firm named below.

My signature on this solicitation constitutes certification that I or my designated representative have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by PCPS. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that they are the only person(s) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

PROPRIETARY INFORMATION

YES ( ) NO ( )

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.1-340 et seq.) are set forth below. (Additional sheet may be added if necessary.)

Offerors should indicate on the Cover Sheet the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary. If Proprietary Information is stated, Offerors shall submit One (1) Original and One (1) Redacted copy (removing any proprietary data of material).** Clearly identify on the Cover Sheet the "Original" and "Redacted" copy as "*Redacted Copy of Original Proposal*" RFP# SBO-24-004.

<b>This form must be signed in ink and all signatures must be original.</b>		
<b>Company Name:</b>	_____	
<b>Street Address:</b>	_____	
<b>City, State, Zip:</b>	_____	
<b>Telephone:</b>	_____	
<b>Fax:</b>	_____	
<b>Email Address:</b>	_____	
	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership	
<b>Check One:</b>	<input type="checkbox"/> Corporation, State in which Incorporated _____	
<b>Federal Tax ID:</b>	_____	
<b>Federal Social Security No. (Sole Proprietor):</b>	_____	
	<input type="checkbox"/> Minority Owned <input type="checkbox"/> Women Owned	
<b>Business Classification (check all that apply):</b>	<input type="checkbox"/> Small Business	
<b>Print Name:</b>	_____	
<b>Title:</b>	_____	
<b>Signature:</b>	_____	
<b>Date:</b>	_____	
<b>ACKNOWLEDGE RECEIPT OF ADDENDUM:</b>		
Number _____	Dated _____	Initial _____
Number _____	Dated _____	Initial _____
Number _____	Dated _____	Initial _____
Number _____	Dated _____	Initial _____

\*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):

**SUBMIT ALL PAGES OF COVER SHEET**

## I. COMPETITION INTENDED

It is Poquoson City Public Schools (PCPS) intent that this Request for Proposal (RFP) for the purchase and installation of a playground at Poquoson Elementary School (PES) allows for competition. It shall be the Offeror's responsibility to advise the Assistant Superintendent for Operations in writing if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. The Assistant Superintendent for Operations must receive such notification not later than seven (7) days prior to the date set for acceptance of proposals.

## II. PURPOSE

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals for the purchase and installation of a playground at Poquoson Elementary School (PES).

Through this sealed RFP, Poquoson City Public Schools is seeking to identify vendors who can most fully meet the needs of the Division as specified in this document.

## III. BACKGROUND

Poquoson City Public Schools (PCPS) is located on the Virginia Peninsula, in the Hampton Roads metropolitan area and serves approximately 2200 students. PCPS currently has one primary school for grades PreK-2, one elementary school for grades 3-5, one middle school for grades 6-8, and one high school for grades 9-12.

## IV. SPECIFIC REQUIREMENTS

PCPS is seeking proposals to purchase and install a playground at Poquoson Elementary School. The area in which the playground would be located is roughly 50' X 80', see the illustration below for potential locations in relation to the school. The playground should be designed to accommodate 30-40 children in grades 3-5, ages 8-12 years old. Proposals should be submitted inclusive of all specific details and all associated costs for the playground purchase and installation, including, but not limited to: Equipment, Installation, Surfacing, Surfacing Mulch, Plastic Borders, and Design. We would like this installation to be complete prior to the beginning of the 2024-2025 school year, August 26, 2024; however, there could be some variance in this deadline if necessary. The full proposal should be attached to Attachment A, the *Proposal Form*, of this RFP, SBO-24-004.



## VI. PROPOSAL SUBMISSION

Proposals shall contain the following in the order listed:

1. Complete and sign the RFP cover sheet and addenda acknowledgements, if any.
2. Brief professional profile or company profile.
3. Name of the key contact person, including email and telephone number.
4. Description of the vendor's interest, past experience with providing similar items, and contact information for five (5) references within the past 2 years, to include company/entity name and address, contact name, email address and telephone number. One of these references must be K-12 Virginia school districts.
5. Provide a detailed and comprehensive explanation of the services that will be provided based upon the specific requirements listed in Section IV of this RFP.
6. Complete Attachments A, B, C, D and E.
7. Include other relevant information the Offeror deems necessary that is pertinent to this RFP, but not required by it.

## VII. INSTRUCTIONS FOR PROPOSAL PREPARATION

### A. General Requirements

1. Provide one (1) original (clearly marked as such) and four (4) copies and shall be submitted to the School Board Office as indicated. No other distribution of the proposal shall be made by the Owner.
2. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in requiring prompt submission of missing information and/or giving a lower evaluation of the proposal.
3. Proposals should be prepared simply and economically in the order/format required herein providing a straightforward concise description of qualifications and capabilities to satisfy requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal shall be GBC Bond or in a Binder and contained in a single volume where practicable. All documents submitted with the proposal should be contained in that single volume.
4. Each proposal should be limited to no more than fifty (50) one sided pages excluding title page, letter of transmittal, table of contents, reference lists, tabbed for easy reference and font size should be 12 or larger.
5. Submit proposal signed cover sheet and any attachments to the Poquoson City Public Schools School Board Office, no later than **2:00 p.m. local prevailing time on May 3, 2024, responses received after this time will not be considered.**
6. It is the responsibility of each firm to deliver its Proposal to the School Board Office prior to the time set for receipt, regardless of what medium is used to deliver it, whether by mail or otherwise. No Proposal shall be considered if it arrives after the time set for receipt.

Hand deliver or mail directly to:

Poquoson City Public Schools

Attention: Brandon Ratliff, Ed.D., Assistant Superintendent for Operations  
500 City Hall Avenue, Suite 219  
Poquoson, Virginia 23662

7. PCPS will not be liable for any costs incurred in the preparation and presentation of the proposal.

## VIII. EVALUATION CRITERIA

The following criteria will be used in the evaluation and rating of proposals:

1. Ability to deliver the product in a timely manner - determined from proposal materials **(10%)**
2. Proposal Cost **(60%)**
3. Playground Design **(20%)**
4. Organization Strength (experience, etc.) **(5%)**
5. Professional References **(5%)**

After the date and time established for receipt of proposals by PCPS, any contact regarding the proposal initiated by any Offeror with any School official, other than the Assistant Superintendent for Operations, is expressly prohibited. Any unauthorized contact may be deemed grounds for disqualification of any Offeror from further review. Questions regarding this Request for Proposal are to be directed to Brandon Ratliff via email at [BRANDON.RATLIFF@POQUOSON.K12.VA.US](mailto:BRANDON.RATLIFF@POQUOSON.K12.VA.US) no later than **12:00 p.m. on April 19, 2024**. All questions that are pertinent to the project will be answered in the form of an addendum posted to the PCPS website: <https://www.poquoson.k12.va.us>.

Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to PCPS if necessary. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The School Division will schedule the time and location of this presentation. Oral presentations are an option of the Division and may or may not be conducted.

Proposals will be evaluated by representatives of Poquoson City Public Schools. Selection shall be made of the offeror(s) deemed to be most fully qualified and best suited among those submitting proposals, on the basis of the Evaluation Criteria listed above. Negotiations shall be conducted with the selected offeror(s) and an award shall be made to the offeror(s) that has made the best proposal. Should PCPS determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. The successful vendor must hold all licenses and certificates of insurance as required by law.

PCPS may cancel this Request for Proposal or reject any or all proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia).

The Notice of Award shall be posted on the bulletin board for public notices at the School Board Office and PCPS website: <https://www.poquoson.k12.va.us>.



## **IX. INTERPRETATIONS AND ADDENDA**

No oral explanation regarding the meaning of the Contract Documents will be made, and no oral instructions will be given before the award of the work. Discrepancies, omissions or doubts as to the meaning of the Contract Documents shall be communicated in writing to PCPS for interpretation. Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their Proposal. Any interpretation made will be in the form of an addendum to the Contract Documents, which will be posted on the PCPS website: <https://www.poquoson.k12.va.us>. Offeror shall acknowledge receipt on the Proposal Cover Sheet.

## **X. PRE-PROPOSAL CONFERENCE**

There will be a mandatory pre-proposal conference on April 9, 2024, at 9:00 AM, at Poquoson Elementary School for this RFP, SBO-24-004. Attendees should check in the main office and will be directed where to go at that point.

## **XI. AWARD**

PCPS intends to award a contract to the submitter whose proposal is most advantageous to the school system with respect to price, conformity to the conditions, specifications and other factors as outlined herein. However, the right is reserved to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP, and to enter into any contract deemed to be in the best interest of PCPS.

The Offeror shall inform himself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful Offeror of his obligations to provide services, materials, and reports or other services necessary to carry out the provisions of this Request for Proposal.

## **XII. COOPERATIVE PROCUREMENT**

Section 2.2-4304 Code of Virginia (VPPA) will apply to this solicitation. Other Public Bodies may utilize any contract(s) issued pursuant to this solicitation by placing its own order(s) directly with the successful offeror(s). PCPS acts only as the issuing agent and is not responsible for placement of orders, payment, or discrepancies of other participating Public Bodies.

## **XIII. GENERAL TERMS AND CONDITIONS**

- A. Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including, but not limited to, the Code of Virginia, Virginia Public Procurement Act (VPPA), and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.
- B. Anti-Discrimination: By submitting its proposal, Offeror certifies to the Owner that the Contractor 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, and § 2.2-4311 of the Virginia Public Procurement Act (VPPA), which provides:

In every contract over \$10,000, the provisions of 1. 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, status as a service disabled veteran 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;
  - b. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause;
  - c. The Contractor will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor to perform under the Contract Documents. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
  - d. The Contractor 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 and advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

For the purposes of this subsection, a "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the Contractor in accordance with this subsection, 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; and,
  - e. The Contractor will include the provisions of the foregoing subparagraphs in every subcontract or purchase order exceeding \$10,000 issued by Contractor in order to fulfill its obligations, so that the provisions will be binding upon each subcontractor or vendor.
2. In accordance with § 2.2-4343.1 of the Code of Virginia, Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia § 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of § 2.2-4343.1 of the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

- C. Ethics in Public Contracting: By submitting their proposals, offerors certify 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.

- D. Conflict of Interest: The Offeror certifies by signing the bid/proposal submitted in response to this solicitation that no conflict of interest exists between the Offeror and the School Board that interferes with fair competition and no conflicts exists between the Offeror and any other person or organization that constitutes a conflict of interest with respect to the contract and the School Board.
- E. Immigration Reform and Control Act of 1986: By submitting their proposal, the Offeror 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.
- F. Debarment Status: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia or any government entity from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PCPS all rights, title and interest in and to all causes of 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 PCPS under said contract.
- H. Clarification of Terms/Addenda: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the contract officer whose name appears on the face of the solicitation no later than seven (7) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer and posted on the public posting board in the School Board Office. It is the offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer. (§ 2.2-4316, Code of Virginia).
- I. Tax Exemption: PCPS, as a political subdivision of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
- J. Invoices: The Contractor shall bill for negotiated services at the contract price. The Contractor should invoice PCPS within 30 days after completion of the work and its acceptance by PCPS. Invoices shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. Invoices must show the contract number and/or purchase order number; location work covered, and work order number of the job being billed, date and name and job title of employee for each segment of work being invoiced.

If, in verifying the Contractor's invoices, it is found that PCPS is being overcharged, PCPS will notify the Contractor of the error and, unless the Contractor disputes the rejection of the overcharge for payment, the Contractor shall issue PCPS a corrected invoice. Disputed charges shall be handled in accordance with Paragraph Y of the General Terms and Conditions.

If, in auditing the Contractor's paid invoices, it is found that the Contractor has overcharged PCPS, the Contractor shall promptly be notified by PCPS. The Contractor shall pay PCPS

the amount of the overcharge or credit PCPS on the next invoice for the overcharge, reflecting the credit on the invoice and referencing the original work order and invoice. If a credit balance remains after the expiration or termination of the contract, the Contractor shall pay the amount of the credit balance within 30 days following the end of the contract.

- K. Payment: Payment terms shall be Net 30 days unless otherwise stated by the offeror on this solicitation. The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act (1% per month). (§ 2.2-4352, Code of Virginia)
- L. Availability of Funds: It is understood and agreed between the parties herein that PCPS shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the School Board and local governing body for the purpose of this agreement, ref. § 15.2 Chapter 25 Code of Virginia.
- M. Precedence of Terms: Paragraphs A-K of these General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
- N. Identification of Bid/Proposal Envelope: The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**Addressed as Indicated on Page 1**

**RFP Number**

**Title**

**Bid/Proposal Due Date and Time**

**Vendor Name and Complete Mailing Address (Return Address)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- O. Late Proposals: To be considered for selection, proposals must be received by the School Board office by the designated date and hour, as determined by the clock in the School Board office reception area. Proposals received in the School Board office after date and hour designated are automatically non-responsive and will not be considered. PCPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private courier, or the Inter-Departmental Mail System. It is the sole responsibility of the offeror to ensure that its proposal reaches the School Board office by the designated date and hour. If the School Board office is closed for business at the time scheduled for the receipt of proposals, the proposals will be accepted on the next business day of the School Division, at the originally scheduled hour.
- P. Qualification of Offerors: PCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to PCPS all such information and data for this purpose as may be requested. PCPS reserves the right to conduct any test/inspection it may deem advisable to

assure goods and services conform to the specifications. PCPS reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. PCPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy PCPS that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- Q. Bid Bond/Performance Bond: If the contractor's obligations include construction, the amount of which exceeds \$500,000, the contractor shall furnish a Bid Bond in the amount of 5% of the total project cost, at the time of the submission of the proposal. Additionally, when the contractor's obligations include construction, the amount of which exceeds \$500,000, the contractor will furnish a Performance Bond following the award of the RFP. The bonds, required under applicable Virginia law and Board policy, shall otherwise fully comply with the requirements of such sections of the Virginia Code and policy. The Board reserves the right to require payment and/or performance bonds in the amount of the Obligations for any other projects, goods or services, whether or not required by such sections of the Virginia Code or policy.
- R. Additional Information: PCPS reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which PCPS deems desirable. By submitting their offers, bidders certify they understand these prohibitions, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of these prohibitions are breach of contract and can result in default action being taken by PCPS.
- S. Award or Rejection of Bids/Proposals: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this RFP, including price, if so stated in the RFP. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. PCPS may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be most advantageous (§ 2.2-4359D of the Code of Virginia). Should PCPS 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. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- T. Award Notices: Awards shall be posted on the bulletin board for public notices at the School Board Office and on the PCPS website <https://www.poquoson.k12.va.us>, ref. § 2.2-4360, Code of Virginia.
- U. Protest of Award or Decision to Award: Any offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to Executive Director of Finance no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Superintendent or designee shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days by instituting legal action as provided in § 2.2-4364 of the Code

of Virginia.

- V. Assignment of Contract: The resulting contract shall not be assignable in whole or in part without the written consent of PCPS.
- W. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, PCPS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the PCPS may have.
- X. Cancellation of Contract: PCPS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- Y. Contractual Disputes: In accordance with § 2.2-4363 of the Code of Virginia, the Executive Director of Finance shall review and decide disputes and claims arising during the performance of the contract, in writing, within thirty (30) days of receipt of the dispute or claim. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence of beginning of the work upon which the claim is based. The Contractor may not institute legal action prior to receipt of the decision on the claim by the Executive Director of Finance, unless that office fails to render such decision within thirty (30) days. The decision of the Executive Director of Finance shall be final and conclusive unless the Contractor, within six months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, § 2.2-4364.
- Z. Indemnification: Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the Owner, its officers, employees and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of the Owner, its officers, employees or agents. Compliance by the Lessee with the insurance provisions hereof shall not relieve Lessee from liability under this provision.

The Contractor guarantees to save the Owner, its agents, officers and employees harmless from liability of any nature or kind for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, or articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee or licensee.

Should Contractor or subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release the Owner, its officers, employees or agents from and indemnify and save them harmless from and against any claims or personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence in permitting the use thereof.

#### **XIV. CHANGES TO THE CONTRACT**

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An 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.
2. PCPS 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 include, but are not limited to, things such as 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 PCPS a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to PCPS's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present PCPS with all vouchers and records of expenses incurred and savings realized. PCPS shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to PCPS within thirty (30) days from the date of receipt of the written order from PCPS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of Poquoson City Public Schools Purchasing Procedures. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by PCPS or with the performance of the contract generally.

#### **XV. SPECIAL TERMS AND CONDITIONS**

- A. Advertising: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to PCPS will be used in product literature or advertising.
- B. Audit: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment or after all other pending matters are closed, whichever is longer. PCPS, its authorized agents, state auditors, the grantor of the funds to

- the Board, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any such books, documents, papers and records of the Contractor for the purpose of making audits, examinations, excerpts or transcriptions.
- C. Best and Final Offer: At the conclusion of negotiations, the offeror(s) may be asked to submit in writing a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- D. Proposal Acceptance Period: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of ninety days, the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- E. Independent Contractor: The Contractor shall not be an employee of the Poquoson City Public Schools, but shall be legally considered as an Independent Contractor. Nothing in this agreement shall be construed as authority for the Contractor to make commitments, which shall bind PCPS or to otherwise act on behalf of PCPS, except as PCPS may expressly authorize in writing.
- F. Supremacy Clause: Notwithstanding any provision in the offeror's response to the contrary, the offeror agrees that the terms and conditions contained in the PCPS Proposal shall prevail over contrary terms and/or conditions contained in the offeror's response.
- G. Final Decision: The offeror agrees that the decisions of PCPS are final and shall hold the division, their directors, employees, consultants and those involved in this solicitation and selection, and the successful vendor(s) harmless. The submission of a proposal indicates adherence to these conditions
- H. Questions: Questions about the proposal are to be submitted in writing, to Poquoson City Public Schools, Attention: Brandon Ratliff, Ed.D., 500 City Hall Avenue, Suite 219, Poquoson, Virginia 23662 or by email at [BRANDON.RATLIFF@POQUOSON.K12.VA.US](mailto:BRANDON.RATLIFF@POQUOSON.K12.VA.US) for additional information or interpretations on instructions may also be addressed. PCPS urges interested vendors to communicate concerns during the response period to avoid misunderstandings. Questions received less than seven (7) business days prior to the proposal due date may not be answered. Questions may be answered by written addenda. All addenda issued by PCPS shall become part of the specification and may be made part of the contract documents. Addenda will also be posted on the PCPS website <https://www.poquoson.k12.va.us>. No addenda will be issued later than five (5) business days prior to the solicitation due date, except an addendum cancelling or postponing a solicitation may be issued at any time prior to the receipt of offers. It is the offeror's sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer and acknowledged them in their proposal response.
- I. Silence of Specifications: The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices and professional standards are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.



- J. Insurance: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following minimum insurance coverage(s) at the time the contract is awarded. The offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage(s) during the entire term of the contract and that all insurance coverage(s) will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Note: Actual limits and aggregates may be increased or decreased for specific projects during negotiation or as PCPS assesses the amount of risk.
1. The Contractor shall maintain the following insurance to protect it from claims that could arise from performance of the Obligations, including claims (i) under the Workmen's Compensation Act (ii) for personal injury, including death, and (iii) for damage to property, regardless of whether such claims arise out of Contractor's actions or inactions, or those of Contractor's subcontractor or other persons directly or indirectly employed by either of them:
    - a. Workers' Compensation and Employer's Liability: Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting Contractor's Obligations are to be performed. Such insurance shall not have a limit of liability less than the following:
      - (i) Bodily Injury by accident, \$500,000 for each accident;
      - (ii) Bodily Injury by disease, \$500,000 policy limit;
      - (iii) Bodily Injury by disease, \$500,000 for each employee.
    - b. Commercial General Liability: This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property damage, independent contractor, and personal injury insurance in support of Section XI-X of this agreement entitled "Indemnification". This policy shall be endorsed to include PCPS as an additional insured during the Contract Period and shall state that this insurance is primary insurance as regards to any other insurance carried by PCPS. Contractor shall procure and maintain General Liability Insurance in an amount not less than:
      - (i) \$1,000,000 for each occurrence involving bodily injury;
      - (ii) \$1,000,000 for each occurrence involving property damage;
      - (iii) \$2,000,000 aggregate limits.
    - c. Comprehensive Automobile Liability: Contractor shall procure and maintain Comprehensive Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the Contractor, with the following limits:
      - (i) \$1,000,000 for each occurrence involving personal injury;
      - (ii) \$1,000,000 for each occurrence involving property damage;
      - (iii) \$2,000,000 aggregate limits.
- K. Ownership of Materials: Ownership of all data, material and documentation originated and prepared for PCPS pursuant to the RFP shall belong exclusively to PCPS and is subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the bidder/offeror shall not be subject to public

disclosure under the Virginia Freedom of Information Act; however, the bidder/offeror must invoke the protection of this section prior to the submission of the data or other materials to be protected and state the reasons why protection is necessary (§ 2.2-4342, Code of Virginia).

- L. No Crimes Against Children: By submitting its proposal, and as a condition of contract award, the Contractor certifies compliance with Code of Virginia § 22.1-296.1 and the following applies:
1. The Contractor shall complete a criminal records background check, for all states, with the Central Criminal Records Exchange through the Virginia State Police, on the Contractor, Contractor's employees or other persons that will provide services under this contract. Contractor shall provide the Owner with this information.
  2. The Contractor shall complete an abuse and neglect of children background check, for all states, through the Oasis System with Child Protective Services, on the Contractor, Contractor's employees or other persons that will provide services under this contract. Contractor shall provide the Owner with this information. No person shall be assigned by Contractor to perform work related to this contract who has a record indicating any history of child abuse or neglect.
  3. The Contractor must have staff bonded against theft, in accordance with Virginia license requirements. The bonds shall be acceptable to the Owner in all respects.
  4. The Contractor acknowledges that the contract requires the Contractor, Contractor's employees or other persons that will provide services under this contract to have direct contact with PCPS students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person that will provide services during the contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
  5. The Contractor understands that, pursuant to Code of Virginia § 22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Poquoson City Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract. The Contractor is responsible for ensuring that each of its employees, subcontractors, partners, representatives or any other persons who will be in direct contact with students have and shall maintain such certifications on file for the duration of the contract period.
  6. The Contractor shall execute and deliver to PCPS the Certification of No Crimes Against Children, attached hereto as Attachment C, with their bid/proposal and upon execution of a contract.
- M. Tobacco and Tobacco Products: The Poquoson City School Board has designated all of its buildings and grounds tobacco free areas. Smoking or use of tobacco products is forbidden at all times.

## **XVI. ATTACHMENTS**

The following list of attachments must be completed and submitted along with all pages of the

Cover Sheet and Offeror's Proposal:

Attachment A: Proposal Form

Attachment B: Anti-Collusion Statement

Attachment C: Debarment Statement

Attachment D: Certification of No Crimes Against Children

Attachment E: Vendor Information Form

**Proposal Form**

**Contact Information:**

Date:	
Company Name:	
Address:	
Sales Rep. Name:	
Sales Rep. Email Address:	
Sales Rep. Phone Number:	

Please attach the full proposal in response to this RFP, Poquoson Elementary School Playground Purchase and Installation RFP, SBO-24-004, to this form.

**ANTI-COLLUSION STATEMENT**

In the preparation and submission of this bid on behalf of \_\_\_\_\_ (Contractor's Name), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1.69.9. The undersigned vendor hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Poquoson has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

"...or otherwise take any action in the restraint of free competition in violation of the Sherman Antitrust Act, 15 USCS Sections 1 et seq.; the Virginia Antitrust Act, Virginia Code Sections 59.1-9.1 through 59.1-9.19; or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1-69.9."

**Contractor's Authorized Officer Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

**DEBARMENT STATEMENT**

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

**Contractor's Authorized Officer Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

**CERTIFICATION OF NO CRIMES AGAINST CHILDREN**

I, \_\_\_\_\_, a duly authorized representative and officer of \_\_\_\_\_ (Contractor’s Name), in accordance with § 22.1-296.1 of the Code of Virginia, hereby certifies that the Contractor, Contractor’s employees, subcontractors, partners, representatives or any other persons that will provide services under this Contract to have direct contact with students (i) have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (ii) have not been convicted of a crime of moral turpitude, or (iii) have not had any offense involving solicitation of sexual molestation, physical or sexual abuse, or rape of a child. For the purposes of this certification, “direct contact with students” is defined as “being in the presence of students during regular school hours or during school sponsored activities.”

Contractor understands that, pursuant to Code of Virginia § 22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Poquoson City Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract. The Contractor is responsible for ensuring that each of its employees, subcontractors, partners, representatives or any other persons who will be in direct contact with students have and shall maintain such certifications on file for the duration of the contract period.

I do understand the above information and certify that the above statements are true.

**Contractor’s Authorized Officer Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

**POQUOSON CITY PUBLIC SCHOOLS  
VENDOR INFORMATION FORM**

The following vendor information is required with all RFP responses along with a completed and signed W-9 form:

Ordering Address:

Legal Business Name: \_\_\_\_\_

D/B/A: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Tax ID#: \_\_\_\_\_ SCC#: \_\_\_\_\_

Remittance Address: Check box if same as above

Legal Business Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_