December 5, 2018

To All Interested Parties:

Please find attached hereto our Request for Proposal #21-1819 – FURNITURE PACKAGE - GREAT BRIDGE PRIMARY SCHOOL. Please read carefully the information contained herein.

You are requested to submit 1 original (clearly identified as “ORIGINAL”), 10 copies of your response and one digital copy (CD ROM or Flash drive) no later than 4:00 PM Eastern Standard Time (EST), January 23, 2019 to Amy P. George, CPPB, Buyer, Chesapeake Public Schools, School Administration Building, 312 Cedar Road, Chesapeake, Virginia 23322.

All questions regarding this request for proposal must be submitted in writing by 4:00 PM, December 19, 2018. Questions may be submitted via E-mail (amy.george@cpschools.com) or fax (757-547-0279). All correspondence must have ATTENTION: Amy P. George, Buyer and Re: RFP #21-1819 – FURNITURE PACKAGE - GREAT BRIDGE PRIMARY SCHOOL on the cover page to ensure receipt. All questions requiring clarification to the specifications will be answered to the extent possible in the form of addenda. The addenda will be published on DemandStar (www.demandstar.com) and the Division’s website (www.cpschools.com). Any oral responses are not official. Receipt of addenda must be acknowledged on the letter of transmittal.

An envelope template (ATTACHMENT C) has been provided for your use to be affixed to the outside of the envelope of your company’s RFP response. Failure to utilize the envelope template may result in your proposal not being received and recorded in a timely manner, which may result in your proposal not being considered.

Sincerely,

Amy P. George, CPPB
Buyer

The Chesapeake Public School System is an equal educational opportunity school system. The School Board of the City of Chesapeake also adheres to the principles of equal opportunity in employment and, therefore, prohibits discrimination in terms and conditions of employment on the basis of race, sex, national origin, color, religion, age, or disability.
**LETTER OF TRANSMITTAL**

**EQUIPMENT AND SUPPLIES / CONTRACTED SERVICES**

***THIS FORM MUST BE SIGNED BELOW AND RETURNED IN THE PROPOSAL TO BE CONSIDERED A VALID OFFER***

**Issue Date:** December 5, 2018

**Title:** FURNITURE PACKAGE - GREAT BRIDGE PRIMARY SCHOOL

**Commodity Code(s):** 410-00, 420-00, 425-00

**Issued By:** Amy P. George, Buyer
Chesapeake Public Schools
Purchasing Department
312 Cedar Road
Chesapeake, Virginia 23322
(Phone) 757-547-0265
Amy.George@cpschools.com

**Using Department:** New Construction

**Closing Date:** January 23, 2019

**Closing Time:** 4:00 PM, EST

Proposals shall be mailed or delivered to the Purchasing Department address listed above.

Sealed proposals will be received until **4:00 PM, January 23, 2019** for furnishing equipment/services described herein. If necessary, an addendum will be posted on DemandStar (www.demandstar.com) as well as the Chesapeake Public Schools’ website (www.cpschools.com).

In compliance with this request for proposals and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers, and agrees to furnish services requested in the solicitation. I hereby certify that the information supplied herein is correct and that neither the firm nor any person(s) connected with the firm as a principal or officer, to my knowledge, is not debarred or otherwise declared ineligible by any agency of the federal, state and/or local government, the Commonwealth of Virginia, or any locality in the State of Virginia, from contracting to provide the goods and/or services requested herein, nor is it an agent of any person or entity that is currently so debarred.

**THIS SECTION MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM.**

**Name and Address of Contractor:**

_____________________________________________________    Date: _______________

(Contractor Name)

_____________________________________

(Street Address)

_____________________________________

(City)

_____________________________________

(State)                                                                                 (Zip Code)

**Phone:** ________________________________    Fax: ________________________________

FEI #: ________________________________    DUNS #: ________________________________

E-Mail Address: ________________________________    Contractor Website:

**Acknowledge receipt of Addendum**

#1 _____ #2 _____ #3 _____ #4 _____ #5 _____

(Initial above for each addendum received)

*Failure to sign this Letter of Transmittal will result in the proposal being declared non-responsive.
CONTRACTOR’S AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

PLEASE COMPLETE AND RETURN WITH RESPONSE

To the extent the Contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership; such entity shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity by the State Corporation Commission. Any such business entity shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this contract. The Owner may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code Section 2.2-4311.2.

Any bidder or Contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or Contractor 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 Contractor is not required to be so authorized.

State Corporation Commission Identification No.: _____________________________________________________________

or

Describe why the bidder or offeror is not required to be authorized by the State Corporation Commission:

____________________________________________________________________________________________________

____________________________________________________________________________________________________

____________________________________________________________________________________________________
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PART 1 – PROJECT BACKGROUND

1.1 INTRODUCTION

Based on enrollment, Chesapeake Public Schools (hereafter referred to as “the Division”) is the seventh largest school district in Virginia. With approximately 40,000 students and a total of 54 schools, centers, and support buildings, the Division is committed to providing excellence in education for the children of Chesapeake.

Through this Request for Proposal (RFP), the Division is seeking to identify a firm (hereafter referred to as “Contractor”) who can most fully meet the needs of the Division as specified in this document.

1.2 SCOPE OF SERVICES

The Division wishes to hire a Contractor to provide a full furniture package for the new Great Bridge Primary School that is scheduled to open in the fall of 2019. The new Great Bridge Primary School will contain a total of 90,808 square feet, providing spaces for students in grades PK - 2. The Contractor shall provide the design work, space planning, project management services and all labor and support to furnish, deliver, assemble and install the complete furniture package in line with 21st century classroom design concepts from design to final punch out and warranty administration.

1.3 GUIDELINES

By virtue of submitting a proposal, interested parties are acknowledging:

A. Contractors are responsible for complying with all Federal, State and local construction and environmental regulations, requirements, best management practices and standard operation procedures. The Division assumes no responsibility for the Contractor’s failure to perform or follow those applicable rules and regulations, and any resulting fines, penalties, etc., associated with failing to follow them.

B. The Division reserves the right to reject any or all proposals if it determines that proposals are not responsive to the RFP or if the proposals themselves are judged not to be in the best interests of the Division. It also reserves the right to meet with Contractors at any time to gather additional information. Furthermore, the Division reserves the right to delete or add services up until the final contract signing.

C. All Contractors submitting proposals agree that their pricing is valid for a minimum of one hundred eighty (180) days after proposal submission to the Division.

D. Contractor/installation team must be located within one hundred fifty (150) driving miles of project location to provide proximity for support and maintenance to the installation location before and after delivery of the product.

E. All Contractors hereby certify that they have carefully examined all of the documents for the project, have carefully and thoroughly reviewed this RFP, and understand the nature and scope of the work to be done; and that their submittal is based upon the terms, specifications, requirements, and conditions of the RFP.
F. General procedural questions should be submitted in writing to Amy P. George, Buyer. All questions requiring clarification to the specifications will be answered to the extent possible in the form of addenda. The addenda will be published on DemandStar (www.demandstar.com) and the Division’s website (www.cpschools.com). Any oral responses are not official. Contractor is encouraged to check DemandStar or the Division’s website daily up to 48 hours to the proposal closing to check and secure any addenda. Contractors not having access to the Internet should contact the Division’s Purchasing Department and request that any addenda issued be provided through U.S. mail. Receipt of addenda must be acknowledged.

G. When responding to this RFP, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copies and electronic documents according to the instructions.

H. This solicitation is subject to the provisions of the Division’s purchasing procedures as well as the Virginia Public Procurement Act, which are hereby incorporated into this RFP by reference.

I. The Division is not responsible for any errors or ambiguities associated with the analysis of the Contractor’s proposal.

J. It is the intent of the Division for the successful Contractor’s proposal, any additional information requested, and negotiated changes to be incorporated by reference into this agreement. The Division will issue a Letter of Intent, Purchase Order, and/or Contract Agreement for the services procured.
PART 2 - GENERAL TERMS AND CONDITIONS

2.1 ANTI-DISCRIMINATION

By submitting their proposals, Contractors certify to the Division 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 (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over $10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. 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.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The Contractor will include the provisions of “A” above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or Contractor.

2.2 ETHICS IN PUBLIC CONTRACTING (SEC 2.2-4367 ET SEQ. CODE OF VIRGINIA):

By submitting their proposals, Contractors 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 Contractor, 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.

2.3 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, Contractors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 2.2-4311.1 of the Code of Virginia requires that contractors do not and shall not during the performance of the contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall provide a sworn certification by the contractor or Contractor of compliance with all federal immigration laws and regulations. The Division requires a completed Certificate of Compliance with Immigration Laws and Regulations for transactions that total more than $50,000. This certificate shall be attached to the contract document, if applicable (“Attachment B”).

2.4 CERTIFICATE OF COMPLIANCE

Effective July 1, 2006, amendments made to the Code of Virginia § 22.1-296.1 require that prior to awarding a contract, the contractor and the contractor’s employees who may be in direct contact with students in the performance of the contract certify that both the contractor and the contractor’s employees have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Chesapeake Public Schools requires a completed Certificate of Compliance. This certificate shall be attached to the contract document. (“Attachment A”).

2.5 DEBARMENT AND PROHIBITED CONTRACTS

DEBARMENT STATUS

By submitting their proposals, Contractors certify that they are not currently debarred by the Commonwealth of Virginia, or any locality in the state of Virginia, from submitting bids or 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. Contractors under debarment should attach documentation explaining the circumstances and nature of the debarment.

In accordance with §2.2-4321 and 4321.1 of the Code of Virginia a prospective contractor may be debarred or prohibited from contracting for particular types of supplies, services, insurance or construction for specific periods of time.
The following sets forth the purpose, causes, procedures for debarring a prospective contractor, and the reinstatement of a contractor.

A. **Purpose of debarment** is to protect the school system from risks associated with awarding contracts to a contractor having exhibited an inability or unwillingness to fulfill contractual requirements and/or the unsatisfactory performance of a contract and to protect the interest and integrity of the procurement process. The seriousness of the contractor’s acts or omissions showing non-responsibility; the ability and willingness of the contractor to promptly correct them; any mitigating factors; and the public interest should be considered in making any debarment decision. Contractor meeting the above may be debarred for a period of (1) one year or (1) one bid period cycle whichever is longer.

B. **Causes for debarment** may include but are not limited to the following acts:

1. Conviction of or civil judgment against the contractor or any of its principals or affiliates within the last five years for:
   a. Commission of fraud or a criminal offense in connection with (i) obtaining, (ii) attempting to obtain, or (iii) performing a public contract or subcontract.
   b. Violation of federal or state criminal statutes or civil antitrust, false claim or procurement laws.
   c. Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, receiving stolen property or other offense involving moral turpitude.
   d. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a government contractor or subcontractor.
2. Failure to have an effective business ethics and compliance training and reporting program in place for officers and employees.
3. Listing on the Excluded Parties List (EPLS) maintained by the General Services Administration:  [https://www.acquisition.gov](https://www.acquisition.gov)
4. Subcontracting with a business concern, organization, entity or person that has been debarred by any Agency or Department of the Commonwealth of Virginia or which is listed on the EPLS.
5. Failure to collect and/or remit taxes may result in prohibition from contracting with the school system as set forth in §2.2-4321.1

C. **Procedures governing the debarment decision making process** are designed to be consistent with principles of fundamental fairness:

1. The Director of Purchasing, shall notify the contractor by certified mail, return receipt requested, that debarment is being considered. This notice shall include:
   a. The reasons for the proposed debarment in terms sufficient to put the contractor on notice of the circumstances upon which it is based;
   b. The procedures the contractor may take to examine evidence of the proposed debarment;
   c. The contractor may submit to the Director of Purchasing, within thirty (30) calendar days after receipt of notice, written information and argument to the proposed debarment, including any additional specific information that raises a genuine dispute over a material fact.
d. The contractor may also submit information and materials showing (i) that it had an effective business ethics and compliance training and reporting program in place for officers and employees; (ii) the steps it has taken to address the conduct giving rise to the proposed debarment including, but not limited to, disciplinary action, restitution, restructuring and additional internal controls and training; and (iii) its cooperation with government authorities and investigators.

e. Prior to the issuance of a written determination of debarment, the Director of Purchasing shall (i) notify the contractor in writing of the results of the evaluation, (ii) disclose the factual support for the determination. The contractor shall have ten (10) business days for rebuttal.

f. The Director of Purchasing shall issue its written determination of disqualification based on all information in the possession of Chesapeake Public Schools, including any rebuttal information, within ten (10) business days of the date the Director of Purchasing received such rebuttal information.

g. Debarment shall commence upon notification.

D. **Scope of Debarment.** Debarment extends to all divisions or other organizational elements of the contractor and to affiliates of the contractor unless otherwise specified. As used herein, “affiliates” includes business concerns, organizations, entities or persons sharing common (or with overlapping) management, ownership, facilities, equipment, employees and/or assets and includes family members having an identity of economic interest with a person that was debarred or proposed for debarment. “Affiliates” also includes businesses or entities organized following the debarment or proposed debarment of a contractor which has the same or similar management, ownership or principal employees as the contractor that was debarred or proposed for debarment.

E. **Reinstatement of a contractor** may occur if, it is determined that the action taken was arbitrary or capricious, or not in accordance with applicable state law or regulations. The sole relief shall be restoration of eligibility. A debarred contractor can apply for reinstatement after debarred for a period of (1) one year or (1) one bid period cycle whichever is longer. The request for reinstatement must be in writing to the Director of Purchasing citing actions taken to remedy the reason for debarment or prevent recurrence of the situation that caused the debarment action to be taken and otherwise indicating that lifting or suspension of the debarment would be in the best interest of Chesapeake Public Schools. The Director of Purchasing shall provide a written response to the debarred contractor within thirty (30) calendar days either reinstating the contractor or denying the request with the reasons cited. The contractor shall have ten (10) business days to respond. The Director of Purchasing shall have ten (10) business days to respond to the contractor’s response.

F. The decision of the Director of Purchasing shall be final.

2.6 **ANTITRUST**

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Division all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the division under said Contract.
2.7 REQUIRED FORMAT AND TERMS AND CONDITIONS

Failure to submit a proposal utilizing the format provided in Part 4 of this RFP may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the division reserves the right to decide, on a case-by-case basis, at its sole discretion, whether to reject such a proposal.

2.8 PRECEDENCE OF TERMS

In the event there is a conflict between the other Required General Terms and Conditions and any Special Conditions in this solicitation, the Special Conditions shall apply.

2.9 CLARIFICATION OF TERMS

If any prospective Contractor has questions about the specifications or other solicitation documents, the prospective Contractor should contact the buyer whose name appears on the face of the solicitation no later than 7 (seven) working days prior to RFP due date. Any revisions to the solicitation will be made only by addendum issued by the Division’s Purchasing Department.

2.10 QUALIFICATIONS OF CONTRACTORS

The Division may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services and/or furnish the goods required, and the Contractor shall furnish to the Division all such information and data for this purpose as may be requested. The Division reserves the right to inspect Contractor’s physical facilities prior to award to satisfy questions regarding the Contractor’s capabilities. The Division further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Contractor fails to satisfy the Division that such Contractor is properly qualified to carry out the obligations of the contract and to provide the services and furnish the goods contemplated therein.

2.11 ASSIGNMENT OF CONTRACT

A contract shall not be assigned by the Contractor in whole or part without the written consent of the Division.

2.12 DEFAULT

In case of failure to deliver goods and/or services in accordance with the contract terms and conditions, the Division, after due written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchases and administrative costs. This remedy shall be in addition to any other remedies that the Division may have. Any contractor judged non-responsive or in default will be removed from the Chesapeake Public Schools bidders’ list for a minimum of one year or one bid cycle, whichever is longer. If reinstatement to the bidders’ list is possible, reinstatement can only occur after a meeting between the contractor and a representative of the Chesapeake Public Schools Purchasing Department in which the contractor supplies appropriate documentation that the original problem resulting in debarment has been corrected.
2.13  CHANGES TO THE CONTRACT

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

A.  The parties may agree in writing to modify the scope and terms of the contract only in an agreement signed by the parties. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract and must accord with the requirements of § 2.2-4363 of the Code of Virginia.

B.  The Division 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 installation. The Contractor shall comply with the notice upon receipt of the written approval of the Division. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Division a credit for any savings. Said compensation shall be determined by one of the following methods:

1.  By mutual agreement between the parties in writing; or

2.  By agreeing upon 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 the Division’s Purchasing Department right to audit the Contractor’s records and/or to determine the correct number of units independently; or

3.  By ordering the Contractor to proceed with the work and keep record of all costs incurred and savings realized. A markup of 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 the Division’s Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Division’s Purchasing Department shall have the right to audit the records of the Contractor, as it deems necessary to determine the cost or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Division’s Purchasing Department within thirty (30) days from the date of receipt of written order from the Division’s Purchasing Department.

2.14  TERMINATIONS

A.  Termination for Cause

If the Contractor should breach the contract or fail to perform the services required by the contract, the Division may terminate the contract for cause by giving thirty (30) days written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the Division, the contract may be terminated by the Division at any time thereafter upon written notice to the Contractor or, in the alternative, the Division may give such extension of time to remedy the breach as the Division determines to be in its best interest. The Division’s forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the Division’s right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the contract is terminated for cause,
breach of contract or failure to perform, the Contractor may be subject to a claim by the Division for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract. Contractors judged to be non-responsive/in breach of contract will be removed from the bidders’ list for a minimum of one year or one bid cycle, whichever is longer. If reinstatement to the bidders’ list is possible, reinstatement can only occur after a meeting between the contractor and a representative from the Division’s Purchasing Department in which the contractor demonstrates that the unsatisfactory condition/action has been corrected.

B. Termination for Convenience

The contract may be terminated by the Division in whole or in part for the convenience of the Division without a breach of contract by delivering to the Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Such notification shall be with a minimum of sixty (60) days’ notice. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice of termination. If the contract is terminated in whole or in part for the convenience of the Division, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The Contractor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the Division for delivery to the Division of all products of the services for which the Contractor has or will receive compensation.

C. Delivery of Materials

Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver to the Division all products and services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the Division within 30 days of the Notice of Termination of the Contract. Failure to do so may result in action for “breach of contract”, “failure to perform”, or specific performance of the contract.

D. Compensation Due the Contractor

Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required project material to the Division. Said fees which have been earned shall be billed to the Division in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the Division for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the Division.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the Contractor under this contract are subject to appropriation by the Division.
2.15 **TAXES**

Sales to the Division are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. The Division’s excise tax exemption registration number is 54-0972327.

2.16 **INSURANCE**

By signing and submitting a proposal under this solicitation, the Contractor certifies that if awarded the contract, it will furnish a Certificate of Insurance(s) showing Chesapeake Public Schools as additional insured and certifying the following minimum insurance coverage is in effect at the time the contract is awarded, and will continue to submit subsequent certifications upon policy renewals. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission and has an A- or better A.M. Best rating.

**INSURANCE COVERAGE AND LIMITS REQUIRED:**

**Minimum Limits**

- **A.** Workers’ Compensation – Statutory limits, statutory requirements and benefits require that the Division be added as an additional named insured party on Contractor’s policy. (Including coverage under United States Longshoremen’s and Harbor Workers Act, where applicable).

- **B.** Employer’s Liability - $500,000

- **C.** Commercial General (Public) Liability - $1,000,000 Combined single limit. Commercial General Liability is to include Premises/Operations Liability Products and Completed Operations Coverage, and Independent Contractor’s Liability or Owner’s and Contractor’s Protective Liability. The Division must be named as an additional insured and receive the endorsements to the required policies.

- **D.** Automobile Liability - $1,000,000 Combined Single Limit. The Division must be named as an additional insured and receive the endorsements to the required policies.

2.17 **MINORITY BUSINESS ENTERPRISE UTILIZATION**

It is the policy of the Division to contribute to the establishment, preservation, and strengthening of minority businesses (as defined by the *Code of Virginia*, Section 2. 1-64.32:1), small businesses, and women-owned businesses. Towards that end, the Division encourages Contractors to provide for the participation of minority businesses, small businesses, and businesses owned by women through partnerships, joint ventures, subcontracts, and other contractual opportunities. If the total amount of the contract exceeds $100,000, the Contractor shall complete and submit with its request for final payment, a report describing the Utilization/Participation of Small Businesses and Businesses Owned by Women and Minorities in the work on this Contract.
2.18 DRUG-FREE WORKPLACE

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provision will be binding upon each subcontractor or Contractor. For the purpose of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

2.19 ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, The Division will publicly post such notice on DemandStar (www.demandstar.com), and in the Digital Bid Board for 10 days on the Division’s website (www.cpschools.com), under the Bids and RFP’s Awarded Bids’ section.

Contractors not having access to the Internet should contact the Division’s Purchasing Department and request that a copy of the Award Letter be provided through U.S. mail.

2.20 APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations, as well as School Board Policy.

2.21 USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Contractors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the Division, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Contractor is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Division to determine if the product offered meets the requirements of the solicitation.

2.22 TESTING AND INSPECTION

The Division reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
2.23 DISPUTE RESOLUTION

Any claim or breach against the Division must be reported to the Division within the time limits set forth in § 2.2-4363 of the *Code of Virginia*. The Division will respond in writing within 30 days.

2.24 ISSUING AGENT

The Division’s Purchasing Department is issuing this RFP. Contractors are specifically directed NOT to contact any Division personnel, other than specified personnel identified in this RFP, for meetings, conferences or technical discussions that are related to the RFP. Unauthorized contact of any Division personnel may be cause for rejection of the Contractor’s RFP response. All communications regarding this RFP process should be directed to: Amy P. George, CPPB, Buyer, (757) 547-0265, Email: amy.george@cpschools.com.

2.25 SUBMISSION REQUIREMENTS

To facilitate evaluation of proposals Contractors must follow the Part 4 – Proposal Requirements of this proposal. Failure to follow these directions may disqualify your proposal from being considered.

2.26 PROPOSAL COSTS

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the Division to reimburse any individual or Contractor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Division or for participating in any selection interviews.

2.27 ACCEPTANCE

Submission of any proposal indicates a Contractor’s acceptance of the conditions contained in this RFP in addition to or any Addenda issued by the Division’s Purchasing Department unless clearly and specifically noted otherwise by the Contractor. Any such notice, however, may result in the Contractor being declared non-responsive.

2.28 ADDITIONAL INFORMATION

The Division reserves the right to ask any Contractor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Division deems desirable. Further, the Division reserves the right to order items from State Contracts or other competitively negotiated contracts such as US Communities contracts if it is deemed in the best interest of the Division.
2.29 ADVERTISING

In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Division will be used in product literature or advertising without permission from the Director of Purchasing. The Contractor shall not state in any of its advertising or product literature that the Division has purchased or uses its products or services.

2.30 HOLD HARMLESS CLAUSE

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the Division, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney’s fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

2.31 WORKMANSHIP, AND INSPECTION AND SUBCONTRACTORS

All work under the resulting contract shall be performed in a skillful and workmanlike manner. If subcontractors are part of the proposal, these organizations and individuals should be clearly identified. The Division must approve all subcontractors. The Division may, in writing, require the Contractor to remove any subcontractor employee or subcontractor employee from the contract that the Division deems inappropriate for contract performance.

2.32 CONFIDENTIAL MATTERS

All data and information gathered by the Contractor and its agents, including this RFP and all reports, recommendations, specifications, and data shall be treated by the Contractor and its agents as confidential. The Contractor and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the Division. The Division recognizes that some of the material received from the Contractors may be proprietary and agrees not to disclose or communicate any material so marked outside of that disclosure or communication needed to fulfill the normal business of the Division or that which is mandated under statute/administrative code. It is solely the Contractor’s responsibility to clearly identify proprietary information as such. The Contractor must be able to document the basis for information being marked as proprietary, and may not submit proposals in which the entire document is marked proprietary. (See “Attachment D”)

2.33 FUND-OUT CLAUSE

Failure of the School Board to fund or City Council of Chesapeake to appropriate funds in any year for payment in full required by this contract or any other provisions herein during the term of the contract shall terminate this contract and render it null and void, without any further liability on the part of the Division of any kind whatsoever, except for its obligation to maintain the product described and to surrender possession of the same to the seller.
This contract shall not constitute a debt of the City of Chesapeake or the Division, within the meaning of any limitations or indebtedness of the Division or the City of Chesapeake, under the constitution or laws of the Commonwealth of Virginia, including the Charter of the City of Chesapeake.

2.34 **SEVERABILITY**

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

2.35 **LICENSE REQUIREMENT**

All Contractors doing business with the Division are required to be properly licensed in accordance with the City of Chesapeake’s “Business, Professional, and Occupational Licensing (BPOL) Tax” Ordinance. Wholesale and retail merchants without a business location in Chesapeake are exempt from this requirement. Questions concerning the applicability of the BPOL Tax should be directed to the Chesapeake Commissioner of the Revenue’s Office. Phone: (757) 382-6738.

2.36 **PAYMENT OF TAXES**

All Contractors located or owning property in the City of Chesapeake shall assure that all real estate and personal property taxes are paid.

2.37 **RETENTION OF CONTRACTOR MATERIAL**

The Division reserves the right to retain all proposals, excluding proprietary documentation, regardless of which response is selected. No proposals will be sent back to Contractors.

2.38 **PRODUCT SUBSTITUTION**

During the term of any contract resulting from this solicitation, the Contractor is not authorized to substitute any item for that product, services and/or software identified in the solicitation without the prior written consent of the Division.

2.39 **OWNERSHIP OF INTELLECTUAL PROPERTY**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Division. On request, the Contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Division to evidence the Division’s sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

2.40 **CONFIDENTIAL INFORMATION**

During the term of the contract, the Contractor shall respect the privacy of all confidential data, information, and other such matters entrusted to it in the course of its performance of the services requested herein. At the conclusion of the term of the contract, or upon termination thereof, the
Contractor shall return to the Division all such confidential data, information, and other such matters belonging to the Division in the original format, unless otherwise requested by an authorized representative of the Division, and further agrees not to release such information without the express written permission of the Division.

2.41 WARRANTY

To the extent feasible, the Contractor warrants that all services will be rendered in a safe, professional, and consistent manner for the length of the contract. Minimum warranty requirements are included in subsequent sections of this RFP.

2.42 INTERNET ACCESS

Proposals may be viewed and downloaded by accessing our webpage at http://www.cpschools.com/departments/purchasing/index.php and clicking on “Current Bids.”

2.43 FAITH BASED STATEMENT

Chesapeake Public Schools does not discriminate against “Faith-Based Organizations” as that term is defined in VA. Code § 2.2-4343.1(b) of the Virginia Public Procurement Act.

2.44 ADDITIONAL SERVICES

The Division reserves the right to add additional services as may be required. Such an increase in services must remain within the scope and type of work specified herein. Increased services which do not strictly conform to the intent of this RFP shall not be allowed.

The contract shall be modified to incorporate any changes in services to be provided by the Contractor. All modifications to this contract will be made by mutual agreement, in writing, by the Division and the Contractor.

2.45 NON-BILLABLE SERVICES

The Division will not be responsible for any travel related expenses, Contractor’s administrative or technical support work, costs to train and/or certify Contractor’s staff, or any other charges not expressly part of the resultant contract.

2.46 COMPETITIVE NEGOTIATION PROCESS

This procurement involves a negotiated contract for Nonprofessional services as defined in § 2.2-4301 of the Virginia Public Procurement Act. It is anticipated that, once the Division identifies two or more viable Contractors, after demonstrations and other evaluative processes, competitive negotiations will take place with the Contractors on costs of services as well as other items. The Division will consider all cost and proposal elements to be negotiable and not artificially constrained by the internal corporate policies of Contractors. Contractors that contend that they lack flexibility because of the Contractor’s corporate policy on a particular negotiation item will face a significant disadvantage and may not be elevated to the final negotiation phase.
PART 3 – SPECIAL TERMS AND CONDITIONS

3.1 CONTACT PERSONS

Pre-Award:
Purchasing Department
Amy George, Buyer
Telephone: (757) 547-0265
Amy.George@cpschools.com

Post-Award:
New Construction Department
Greg Hanson, Supervisor of New Construction
Telephone: (757) 547-0013
Greg.Hanson@cpschools.com

3.2 SCHEDULE/COMMENCEMENT OF WORK

Work may commence upon receipt of purchase order and must be completed by guaranteed completion date as negotiated within the final contract.

Anticipated INSTALLATION TIMELINES are below. These dates align with the guaranteed completion dates of the building construction. The ability to meet these deadlines is crucial to the success of this contract and will be a condition of award.

Phase 1A (offices, guidance, clinic, select general classrooms):

   **Begin Date:** May 1, 2019  -  **Completion Date:** June 1, 2019

Phase 1 (classroom hubs, library, gymnasium, cafeteria):

   **Begin Date:** July 1, 2019  -  **Completion Date:** August 1, 2019

All work must be coordinated through the contact person(s) as listed above.

3.3 A PDF drawing which includes the school layout and preliminary furniture design scope is available upon request. Please contact Amy George, Buyer via email at Amy.George@cpschools.com or by phone at 757-547-0265 to request document.

Contractors shall utilize the conceptual layouts on the owner provided PDF and the detailed design notes located in section 4.2 to aid in the design of your scope of work. Final concept and order quantities will be further defined during final negotiations.

3.4 PRICING

Pricing shall include all costs to provide the services and equipment required to meet the scope of project. The unit price(s) indicated in your proposal shall include delivery, unloading, assembly, installation and final punch out. If subcontractors shall be used, Contractor must identify them and specify how they will support the project.
For RFP consideration, any rebates, discounts, or special bonus offers must be included in the RFP price. The Division reserves the right to consider discount terms in the evaluation of this RFP.

The Division reserves the right to accept or reject any decrease in the proposal price offered by the successful Contractor, as long as all conditions, specifications, etc. remain unchanged, and at any time during a contract period, if determined that it is in the best interest of the school division.

3.5 CONTRACTOR CONTACTS

There must be a single point of contact with the Contractor during installation and final punch out.

3.6 INSURANCE CERTIFICATE

The successful Contractor will be required to provide a valid Certificate of Insurance, within ten (10) days of receipt on the Award letter, acceptable to Chesapeake Public Schools, and must meet the requirements set forth in the General Conditions contained herein. No work may commence until a certificate is provided. Chesapeake Public Schools must be listed as an additionally named insured party with respect to the scope of this project.

3.7 PERMITS, FEES AND LICENSES

The successful Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the work. Contractor shall comply with all lawful requirements applicable to the work, and shall give and maintain any and all notices required by applicable law pertaining to the work.

3.8 CODE COMPLIANCE

All materials, equipment, workmanship and working conditions shall comply with all latest applicable sections of local, municipal, State, and Federal Codes.

3.9 WARRANTY

Contractor must be a Certified Reseller/Dealer/Installer for proposed equipment, and shall provide warranty repairs for all equipment offered.

All items contained in this proposal will have a minimum five (5) year parts and labor warranty. Should your warranty exceed the minimum, please indicate what you “best offer” warranty is by providing a sample of the warranty offered.

Only manufacturers’ warranties that meet or exceed five (5) years will be considered. Since the warranty for this proposal may be considered in awarding the proposal, the Contractor’s failure to provide warranty information may disqualify the proposal from consideration. Warranty begins upon final inspection and acceptance by Chesapeake Public Schools personnel.
3.10 WORK HOURS/SECURITY

The successful Contractor will take all necessary and reasonable steps to ensure that the site area is secured and hazard free at the close of each workday. A normal workday for Chesapeake Public Schools is 7:30 a.m. until 4:00 p.m., Monday through Friday. The Post-Award contact or designee must be notified upon arrival and departure of site daily. In the event that the successful Contractor requests these hours be extended, the Contractor will be responsible for reimbursing the school system for any and all overtime expenses incurred by any employee of Chesapeake Public Schools.

3.11 CLEAN UP

The selected Contractor shall remove all unusable materials and debris from the work site at the end of each workday, and materials shall be disposed of in an appropriate manner. Upon completion, the selected Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the Division’s authorized representative.

3.12 PRIME CONTRACTOR RESPONSIBILITIES

Contractors may propose services that are provided by others, but any services proposed must meet all of the requirements of the RFP. If the Contractor’s proposal includes services provided by others, the Contractor will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

3.13 CONTRACTOR PRESENTATIONS

Short-listed Contractors will be required to make a brief presentation to a selection committee. Contractors must be prepared to present their product/services to Chesapeake Public Schools with a minimum of one week’s notice. The presentation shall include a brief verbal presentation on the firm, product lines represented, and product line(s) proposed for Great Bridge Primary School.

In addition, sample products must be delivered and demonstrated as part of the presentation. Sample products must be left at the school for a minimum of 1 week for additional review by select staff and students. Sample products must include, at a minimum, the following:

Minimum of two (2) select featured products proposed for use at the school:

- student desk
- student chair
- teacher task chair
- library chair
- computer chair

This list may be expanded prior to requested presentation.
3.14 TENTATIVE TIMELINE

Listed below are actual and estimated dates for actions related to this RFP. These dates are for planning purposes and represent the Division’s desired timeline. Any revisions to the dates will be made by addendum.

RFP Published: December 5, 2018
Cut-off Date for RFP Questions/Inquiries: December 19, 2018
Proposals Due: January 23, 2019
Contractor Presentations (if requested): January 31, 2019, February 1, 2019
Notice of Award: February 26, 2019
Phase 1A Installation: May 1 – June 1, 2019
Phase 1 Installation: July 1 – August 1, 2019

Failure to complete the work required within the specified time frame, may result in the successful Contractor’s removal from our bidders’ list for poor or non-performance.
4.1 FURNITURE PACKAGE

School Name: Great Bridge Primary School
Address: 408 Cedar Rd, Chesapeake, VA 23322
Grades: Pre-Kindergarten – Second Grade
Capacity: Design Capacity 600 – 650 Students

Furniture Delivery/Install Timeline:
Phase 1A: Begin: May 1, 2019 – Complete: June 1, 2019
Phase 1: Begin: July 1, 2019 – Complete: August 1, 2019

Pricing shall be included for a COMPLETE furniture package as detailed below. PARTIAL PROPOSALS will not be accepted.

CATEGORY A: CLASSROOM FURNITURE

Classroom Furniture shall be based on 21st Century classroom design principles that provide critical support to learning by providing furniture that is flexible, adaptable and mobile that can be used for different activities. Chair and table heights shall be age appropriate for the intended use of the classroom space.

CATEGORY B: OFFICE FURNITURE

Office Furniture shall include lobby furniture, and administrative office furniture. Styles shall be modern and functional.

CATEGORY C: LIBRARY FURNITURE

Library Furniture shall include reading areas and tables to accommodate the many, varied learning styles of today's students and the variety of media that will be accessible to them. The furniture shall be modern, functional, flexible (conducive to furniture re-configurations due to changes in programming, usage, group age & size) and child oriented (fun- engaging, stimulating, challenging, colorful and comfortable). Mobile bookcases shall be coordinated with the colors and finishes of the built-in circulation desk and wall bookcases.

CATEGORY D: CAFETERIA FURNITURE

The student cafeteria will provide seating for approximately 228 students. Faculty dining will provide seating for a minimum of 12 faculty.

CATEGORY E: CLINIC FURNITURE

The clinic office shall be outfitted with an L-shaped desk with supporting files and task chair. Waiting area will include a task desk and chair with 10-12 student chairs. Exam room will contain a student table and 2 student chairs, as well as an exam chair to be specified by CPS. Recovery room shall include recovery couches, side tables and exam stools.

CATEGORY F: STORAGE/SUPPLY ROOM/JANITOR CLOSET FURNITURE

Space shall include adjustable shelving as described.
4.2 DESIGN NOTES

Contractors shall utilize the conceptual layouts on the owner provided PDF and the detailed design notes on the following pages for additional information regarding the required furniture package.

Final finish and fabric selections will be defined during final negotiations.

Copiers, Interactive flat panels, flat screen monitors, computers, laptop carts, projector screens, projectors, and other audio-visual equipment are not included in this package.

### CATEGORY A - CLASSROOM FURNITURE

<table>
<thead>
<tr>
<th>Classroom Furniture:</th>
<th>CATEGORY A</th>
</tr>
</thead>
<tbody>
<tr>
<td>All furniture shall embody the 21st Century concept. Furniture items shall consist of Mobile Student Desking and Seating, Activity Tables, Curved and Straight Shelving, Storage, Cubbies, Teacher Lectern and Task Chair.</td>
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<tr>
<td><strong>Specific Items to Note:</strong></td>
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<tr>
<td><em>2 Kidney Shaped Tables per Classroom are preferred.</em></td>
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<tr>
<td><em>Number of Cubbies shall accommodate same number of students in each Classroom. Double-tier Cubbies shall be no higher than 42</em>.</td>
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<tr>
<td><em>Curved and Straight Shelving shall have a maximum height of 42&quot;H.</em></td>
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<thead>
<tr>
<th>Special Education:</th>
<th>Pre-K:</th>
<th>Kindergarten:</th>
<th>1st Grade:</th>
<th>2nd Grade:</th>
<th>Guidance Classroom:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MINIMUM Occupancy:</td>
<td>MINIMUM Occupancy:</td>
<td>MINIMUM Occupancy:</td>
<td>MINIMUM Occupancy:</td>
<td>MINIMUM Occupancy:</td>
<td>MINIMUM Occupancy:</td>
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<tr>
<td>10 Students</td>
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<td>24 Students</td>
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<tr>
<td>2 Teachers</td>
<td>2 Teachers</td>
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<td>Room #:</td>
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<tr>
<td>A132</td>
<td>A114</td>
<td>A102</td>
<td>E115</td>
<td>F113</td>
<td>Room #:</td>
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<td>D119</td>
<td>A119</td>
<td>A104</td>
<td>E117</td>
<td>F114</td>
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<td>E102</td>
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<td>F115</td>
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</tbody>
</table>

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<thead>
<tr>
<th>Learning Hubs:</th>
<th>MINIMUM Occupancy: 32 Students</th>
<th>CATEGORY A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include mobile furniture consisting of Markerboards, Soft Seating, Tables and Chairs, Storage (Straight and Curved Shelving).</td>
<td></td>
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<tr>
<td><strong>Specific Items to Note:</strong></td>
<td><em>There shall be a minimum of 2 Laptop Carts in each Hub (owner provided)</em></td>
<td></td>
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<tr>
<td>Room #:</td>
<td>A101, A125, E114, E126, F112, F129</td>
<td></td>
</tr>
</tbody>
</table>
1:1 Rooms: MINIMUM Occupancy: 4 Students  
Space shall include a mobile Round Table with Chairs and mobile Shelving Storage.  
Specific Items to Note: *Include Storage only where space permits per space.  
Room #: A109, A124, E123, F119, F121, F124

Group Rooms: MINIMUM Occupancy: 6 Students  
Space shall include a mobile Activity Table with Seating and mobile Shelving Storage.  
Specific Items to Note: *Include Storage only where space permits per space.  
Room #: E113, E131, F111, F127

Demo Area: MINIMUM Occupancy: 12 Students  
Space shall include Mobile Activity Tables with Seating.  
Specific Items to Note: *Quantity of seats should accommodate a minimum of 12.  
Room #: A116

Demo Area: MINIMUM Occupancy: 24 Students  
Space shall include Mobile Activity Tables with Seating.  
Specific Items to Note: *Quantity of seats should accommodate a minimum of 24.  
Room #: F120

Flex Lab: Minimum Occupancy: 42 Students  
Space shall include Mobile Computer Tables with Seating.  
Specific Items to Note: *Minimum seating count shall be 42.  
Room #: D110

CATEGORY B - OFFICE FURNITURE

Teacher Workrooms: MINIMUM Occupancy: As noted by Room # below  
Space shall include Teacher Workstations with Task Seating, Mobile Work Tables and Chairs.  
Specific Items to Note: *Workstations shall be an L-Shape configuration with a personal wardrobe cabinet and No Overhead  
Room #: A106 (10 Each), E125 (10 Each), F128 (9 Each)

Reading Resource Office:  
Space shall include a Freestanding L-Shape Desk with an Overhead, Task Chair, 1 Mobile Round Table and Chairs.  
Room #: B128

Guidance Office:  
Space shall include 1 Freestanding L-Shape Desk with Overhead, Task Chair, Storage Cabinets, and 1 Round Meeting Table with Side Chairs.  
Room #: B120
<table>
<thead>
<tr>
<th>ITIN:</th>
<th>CATEGORY B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include 2 Freestanding Desks with Storage and Task Seating.</td>
<td>Room #: B119</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Records:</th>
<th>CATEGORY B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include 1 Straight Desk with Task Seating and Standard Legal Size, Vertical Files throughout.</td>
<td>Room #: B107</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Principal:</th>
<th>CATEGORY B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include a Freestanding Executive, L-Shape, Bow-front Desk with Overhead, Bookcase, and Round Meeting Table with Side Chairs.</td>
<td>Room #: B104</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Closet</th>
<th>CATEGORY B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include 1 Standard Legal Size, Vertical File with lock.</td>
<td>Room #: B106</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assistant Principal:</th>
<th>CATEGORY B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include a Freestanding Executive, L-Shape, Bow-front Desk with Overhead, and Bookcases.</td>
<td>Room #: B103</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Conference Room:</th>
<th>CATEGORY B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include a Boat Shaped Executive Conference Table for 10 people with coordinating Executive Conference Chairs.</td>
<td>Room #: B102</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Security Vestibule:</th>
<th>CATEGORY B</th>
</tr>
</thead>
</table>
| Space shall include a Task Chair for behind Security Desk.  
Specific Items to Note: *Security Desk is Built-in and is owner supplied.* | Room #: B100 |

<table>
<thead>
<tr>
<th>Main Office:</th>
<th>CATEGORY B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include Guest Seating for waiting area and 2 Paneled Workstations both in U-Shape configurations with Task Seating.</td>
<td>Room #: B101</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Office:</th>
<th>CATEGORY B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include 1 Freestanding L-Shape Desk with Overhead and Task Chair, Mobile Bookcase, and File Cabinet.</td>
<td>Room #: B115</td>
</tr>
<tr>
<td>Gym Office:</td>
<td>CATEGORY B</td>
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</tbody>
</table>
| Space shall include 2 Task Chairs.  
*Specific Items to Note: *Desks/Workstations are Built-in and owner supplied. |
| Room #: B140 |

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<thead>
<tr>
<th>Office:</th>
<th>CATEGORY B</th>
</tr>
</thead>
</table>
| Space shall include a Freestanding L-Shape Desk with Task Seating, 2 Side Chairs, and Storage (File Cabinet).  
*Specific Items to Note: *Floor Finish is Quarry Tile, design accordingly. |
| Room #: C112 |

<table>
<thead>
<tr>
<th>Workroom:</th>
<th>CATEGORY B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include a Mobile, Round Table with Chairs.</td>
<td></td>
</tr>
<tr>
<td>Room #: D113</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Med Spcl:</th>
<th>CATEGORY B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include 2 Freestanding L-Shape Desks with Overheads and Task Seating.</td>
<td></td>
</tr>
<tr>
<td>Room #: D114</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Conference Room:</th>
<th>CATEGORY B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include an 8 person sized, rectangular Conference Table with 8 Conference Task Chairs, and a coordinating Credenza.</td>
<td></td>
</tr>
<tr>
<td>Room #: D115</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OT/PT:</th>
<th>CATEGORY B</th>
</tr>
</thead>
</table>
| Space shall include 2 Freestanding L-Shape Desks with Overheads, Task Seating, Mobile Straight Shelving, and a Mobile Work Table with Chairs.  
*Specific Items to Note: *Mobile Straight Shelving shall have a maximum height of 42". |
| Room #: D105 |

<table>
<thead>
<tr>
<th>Custodian Office:</th>
<th>CATEGORY B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include a Mobile Round Table with Chairs and 1 Straight Desk with Storage and a Task Chair.</td>
<td></td>
</tr>
<tr>
<td>Room #: D101</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mom:</th>
<th>CATEGORY B</th>
</tr>
</thead>
</table>
| Space shall include a Mobile Lounge Chair with coordinating Side Table.  
*Specific Items to Note: *Owner will provide a small refrigerator. |
<p>| Room #: D102 |</p>
<table>
<thead>
<tr>
<th>Room Type</th>
<th>Room Number</th>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
</table>
| IT Office    | E101        | CATEGORY B | Space shall include one Freestanding L-Shape Desk with 1 Task Chair and 1 Task Stool.  
Specific Items to Note: *Built-in Base Cabinets with Counter on longest wall opposite the entry are owner supplied.  
Room #: E101                                                                                                   |
| Music Classroom | B130  | CATEGORY B & CATEGORY A | Space shall include Mobile Student Seating, 1 Freestanding L-Shape Desk with Overhead, a Teacher Lectern, and Task Seating.  
Specific Items to Note: *Minimum seating count shall be 30.  
Room #: B130                                                                                                           |
| Speech       | B126        | CATEGORY B & CATEGORY A | Space shall include Mobile, Round Tables with Seating, 1 Freestanding L-Shape Desk with Overhead, Task Chair, and Mobile Book Shelving.  
Specific Items to Note: *Mobile Book Shelving shall be no higher than 42".  
Room #: B126                                                                                                           |
| Art          | D103        | CATEGORY B & CATEGORY A | Space shall include Mobile Rectangular Tables with Stool Seating, a Teacher Lectern, 1 L-Shaped Desk with Overhead, Task Seating, and Mobile Drying Racks.  
Room #: D103                                                                                                           |
| LIBRARY      | D109        | CATEGORY C | Space shall include Mobile, Double-Sided Book Shelving - 42" high max, Mobile Markerboards, Soft Seating, a Mobile Book Drop, and Task Seating at Check Out Desk.  
Specific Items to Note:  
*Maximize the number of Double-Sided Book Shelving.  
*Circulation desk is built-in and owner supplied.  
Room #: D109                                                                                                           |
| Resource Area | D111        | CATEGORY C | Space shall include Straight Shelving, Mobile Study Tables with Seating, and Mobile Markerboards.  
Specific Items to Note: *Minimum seating count shall be 24.  
*Straight shelving shall be located along open walls. Space intended to be used as a “maker-space.”  
Room #: D111                                                                                                           |
<table>
<thead>
<tr>
<th>Literary Library:</th>
<th>CATEGORY C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include Bookcase Shelving (Single and Double-Sided), 2 Mobile Book Carts, and a Storage Cabinet.</td>
<td></td>
</tr>
<tr>
<td>Specific Items to Note: *Shelving shall be floor to ceiling.</td>
<td></td>
</tr>
<tr>
<td>Room #: B127</td>
<td></td>
</tr>
</tbody>
</table>

**CATEGORY D - CAFETERIA FURNITURE**

<table>
<thead>
<tr>
<th>CAFETERIA:</th>
<th>CATEGORY D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include rectilinear tables with attached seating.</td>
<td></td>
</tr>
<tr>
<td>Specific Items to Note: *Minimum seating count shall be 228.</td>
<td></td>
</tr>
<tr>
<td>Room #: C102</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Teacher Dining:</th>
<th>CATEGORY D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include Rectangular Tables with Café Seating.</td>
<td></td>
</tr>
<tr>
<td>Specific Items to Note: *Minimum seating count shall be 12.</td>
<td></td>
</tr>
<tr>
<td>Room #: C101</td>
<td></td>
</tr>
</tbody>
</table>

**Receiving (Kitchen Area)**

<table>
<thead>
<tr>
<th>Receiving (Kitchen Area)</th>
<th>CATEGORY D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include a Workbench and Adjustable Metal Shelving for Storage.</td>
<td></td>
</tr>
<tr>
<td>Room #: C103</td>
<td></td>
</tr>
</tbody>
</table>

**CATEGORY E - CLINIC FURNITURE**

<table>
<thead>
<tr>
<th>CLINIC:</th>
<th>CATEGORY E &amp; CATEGORY B</th>
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</thead>
<tbody>
<tr>
<td>Space shall include guest seating for waiting area, 1 Straight Desk with Task Chair, 3 Recovery Cots, 3 Exam Stools, and 3 Bedside Cabinets for Storage.</td>
<td></td>
</tr>
<tr>
<td>Room #: B111, B113</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Treatment:</th>
<th>CATEGORY E &amp; CATEGORY B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space shall include an Exam Chair, Rectangular Table with Side Chairs.</td>
<td></td>
</tr>
<tr>
<td>Specific Items to Note: *Owner will provide ice maker and refrigerator</td>
<td></td>
</tr>
<tr>
<td>Room #: B116</td>
<td></td>
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</tbody>
</table>
## STORAGE ROOMS: CATEGORY F
Space shall include adjustable shelving along the longest wall of the space that does not have a wall opening (e.g. door).

*Specific Items to Note: *Shelving to be floor to ceiling.

*Room #: A113, A118, C135, D122, E104, E106, E110, E124, F103, F125*

## READING RESOURCE STORAGE: CATEGORY F
Space shall include Bookcase Shelving throughout.

*Specific Items to Note: *Shelving shall be floor to ceiling.

*Room #: B129*

## SUPPLY ROOM: CATEGORY F
Space shall include Adjustable Metal Shelving for Storage.

*Room #: B124*

## JANITOR CLOSETS: CATEGORY F
Space shall include Adjustable Metal Shelving for storage.

*Specific Items to Note: *Janitor's existing cart dimensions are 54"W x 22"D and will be stored within the janitor's closet, design accordingly

*Room #: A133, E107, F126*
4.3 INTERIOR DESIGN SERVICES

A. Contractor must include design, selection, arrangement and color coordination of furniture.

B. Contractor will be responsible for the verification of all finish and fabric colors prior to order.

C. After the final negotiation has occurred, the successful Contractor shall provide complete floor plan sheets (indicating locations of all furniture), furniture lists (identifying all items to be purchased by model number, ID number and description with quantities and pricing), color copies of furniture representations (specification sheets) and placement sheets for each room/area (listing each item of furniture that will go into the area).

4.4 DELIVERY AND INSTALLATION REQUIREMENTS

A. Contractor must have crewmembers on site to meet and unload all trucks; trucks will be turned away if Contractor’s crew is not present.

B. All items must be delivered during the delivery/install window. The school(s) will not receive or store items.

C. Contractor is responsible for protecting floor and doorframe surfaces to avoid damage.

D. Contractor is responsible for removal and proper cleanup of all trash related to this project from the building, including packing materials and plastic sheeting/coating. Items should be ready to use by the school at the end of the installation.

E. Contractor is responsible for setting each room according to the room layouts developed during the design phase of the contract.

F. The negotiated delivery/install window will be firm and shall not extend beyond the last date listed. A final walk through shall be conducted by Divisional personnel on or prior to the final day.

G. In case of construction delays, the Contractor must be prepared to provide storage for all furniture and equipment until the school is ready to be furnished.

H. The Contractor guarantees to have a manager or representative onsite to oversee the installation of the project.

4.5 PUNCH OUT

A. Contractor shall perform punch-list of furniture and communicate items for corrective action to Division personnel.

B. Contractor shall correct punch-list items and communicate timing to Divisional personnel.
4.6 POST PROJECT ACCEPTANCE

A. Contractor shall administer service and warranty calls on installed furniture.

B. Contractor shall continue to visit site as needed to meet with users to observe reported issues and contact manufacturers to produce timely resolution to post-installation issues.

C. After occupancy, awarded contractor shall schedule a meeting to instruct End User’s staff in proper use and adjustment of furniture.

D. Contractor shall provide the best cleaning practices to Division personnel at the turnover of the building.
5.1 PROPOSAL PREPARATION

A. Each copy of the proposal should be bound, or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

B. Proposals received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to the Purchasing Department for the premature opening of a proposal not properly addressed and identified. Utilize the envelope template provided in “Attachment C” in packaging your proposal for submission. Failure to do so may result in your proposal not being received and recorded in a timely manner, which may result in your proposal not being considered. The Division cautions firms to assure actual delivery of mailed or hand-delivered proposals directly to the Purchasing Department prior to the date and time established as the deadline. Late proposals will be unopened and available for pick-up for thirty (30) days by the Contractor.

C. Ownership of all data, materials, and documentation originated and prepared pursuant to the RFP shall belong exclusively to the Division and are subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protection of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method, such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices, as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

5.2 SUBMISSION REQUIREMENTS

In order to be considered for selection, potential Contractors must provide a complete response to this RFP. One (1) original, ten (10) copies of your response, and one Digital copy (CD ROM or flash drive) must be submitted no later than 4:00 p.m., Eastern Standard Time, January 23, 2019 to Amy P. George, CPPB, Chesapeake Public Schools, School Administration Building, 312 Cedar Road, Chesapeake, Virginia 23322.

A. An authorized representative of the Contractor making submission shall sign submittals. All information requested shall be submitted. Failure to submit all information required may result in submittals being rejected or a lowered evaluation of your submittal.

B. In order to facilitate the analysis of responses to this RFP, Contractors are required to prepare their proposals in accordance with the instructions outlined as follows. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Contractor’s capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content.
# 5.3 PROPOSAL OUTLINE

**Contractors are required to follow the outline below when preparing their proposals:**

All parts, pages, figures, and tables should be numbered and clearly labeled. Each section of the proposal should reference the guiding section number of the corresponding section of the RFP as described below.

| • Letter of Transmittal including acknowledgement of any Addenda |
| • Table of Contents |

| • SECTION 1. | **Executive Summary:** |
| | • This part of the response to the RFP should be limited to a brief narrative highlighting the Contractor’s proposal. |
| | • The executive summary should identify the key contact including name, address, telephone number, and email address. |

| • SECTION 2. | **Scope of Services:** |
| | • This section of the proposal should include a full description of the product(s) and service(s) offered by your company that meet the Division’s Special Terms, Conditions, and Specifications. |
| | • State your interpretation of scope, method of approach, project management plan and timeline. Define all proposed furniture, equipment, personnel, labor, and supply resources and requirements. |
| | • Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the Division. |
| | • Emphasize the unique features that differentiate your products/services from your competition. |

| • SECTION 3. | **Company Background/Experience:** |
| | • Provide a general overview of company history, stability, technical expertise, and experience. Please include how long the company has been in business and the number of employees employed by the company. Indicate the number of years the Contractor has been supplying the services described herein. |
| | • Provide a list of all individuals (titles, locations, telephone numbers, email addresses) who will be authorized and/or assigned as key contacts to perform services required by this RFP. |
| | • Provide a narrative which will describe the composition of the workgroup that will be directly committed to the performance of this contract and their qualifications and recent relevant experience. |
| | • Describe any business, investment, or family relationships with the City of Chesapeake, City Official, School Board of the City of Chesapeake, School Board member, appointed employees, or department/agency heads within the Division or the City of Chesapeake. |
| | • The Contractor shall disclose any contract terminations or stop-work orders involving the Contractor or any proposed subcontractor, that were stated to be the result of non-performance or poor performance that occurred within the past five (5) years. This disclosure shall include an explanation of the circumstances surrounding the termination/stop-work order, the Contractor’s position on the matter, dates of occurrence, and the outcome. If no such default is known to exist, so declare. |
### SECTION 4. Client References:
- Describe your (company's) prior experiences regarding similar services.
- List at least four (4) clients for whom your firm has provided the same or similar services required within the past five (5) years. **ALL references MUST be from school divisions.** This list must include the length of service, scope of project, the name and location of each client site, and contact names, telephone numbers and email addresses of the persons the Division has your permission to contact. CPS cannot be a reference.

### SECTION 5. Cost Proposals:
- Include a complete itemized cost proposal differentiating costs as they apply to equipment, installation and support services. Please organize the cost proposal by Category and Room # as laid out in Section 4.2. Please include the following information on your cost proposal forms: Room #, Category, Furniture Description, Manufacturer and Model #, Quantity, Unit Cost, Extended Cost, Available Colors/Finish/Fabric Information and Warranty Information. The Division reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposed cost where additional information is required or the cost component shows significant and unsupported deviation from industry standards. Do not include sales tax in bid prices.
- Provide any other related service(s) and associated cost(s) that your company proposes to offer to meet the requirements of this request for proposal.
- Product literature must be provided for all proposed items, to include pictures, description, colors available, and warranty information. Proposed items must be clearly identified in the literature.

### SECTION 6. Exceptions to the RFP:
- All requested information in this RFP must be supplied. Contractors may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and written explanation shall include the scope of the exceptions, the ramifications of the exceptions for CPS, and the description of the advantages or disadvantages to CPS as a result of exceptions. All exceptions must be submitted by the due date of the Proposal. CPS, at its sole discretion, may reject any exceptions or specifications within the proposal.

### SECTION 7. Additional Information:
- **Contractor Presentation**
  Short-listed Contractors will be required to make a brief presentation to a selection committee. Contractors must be prepared to present their product/services to Chesapeake Public Schools with a minimum of one week’s notice as per Section 3.13 of the Special Conditions. Please confirm your availability to meet this requirement.
- **Limitations**
  Include any specific terms or limitations regarding your company’s ability to meet any stated requirements.
- **Additional Information**
  Include any additional information deemed pertinent for consideration as it applies to the requirements stated herein.
- **CERTIFICATE OF COMPLIANCE** - Attachment A - See 2.4 of the general bid conditions.

- **CERTIFICATE OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS** - Attachment B - See 2.3 of the general bid conditions.

ABSOLUTELY NO TELEPHONE, FAX, E-MAIL, OR VERBAL OFFERS WILL BE ACCEPTED.
6.1 EVALUATION CRITERIA

Selection shall be made utilizing the Contractors deemed to be fully qualified and best suited among those submitting proposals based on the following criteria:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXECUTIVE SUMMARY</td>
<td>5%</td>
</tr>
<tr>
<td>SCOPE OF SERVICES</td>
<td>25%</td>
</tr>
<tr>
<td>COMPANY BACKGROUND AND EXPERIENCE</td>
<td>25%</td>
</tr>
<tr>
<td>CLIENT REFERENCES</td>
<td>20%</td>
</tr>
<tr>
<td>COST PROPOSAL</td>
<td>25%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

6.2 AWARD

The award of any contract shall be at the sole discretion of the Division. The award shall be based upon the evaluation of all information submitted, and any subsequent information required or solicited that may be necessary in clarifying or understanding information provided by the Contractor in their proposal and the criteria established.

The Division intends to award a contract to the Contractor or Contractors whose proposal is most advantageous to the Division with respect conformity to the scope of services, specifications, pricing and other factors as outlined herein. However, the Division reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality, and to negotiate any prices or services offered by the Contractor.

The Division shall not be required to furnish a statement of the reason why a proposal was not deemed to be fully qualified or best suited to provide the requested services
I, the undersigned certify that no individual holding an office in the company and/or corporation has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

List Officers and Titles (Please use full, legal names):

<table>
<thead>
<tr>
<th>Officer</th>
<th>Title</th>
</tr>
</thead>
</table>

Further, the following individuals will, on behalf of my firm, assist in the performance of this contract and they have not been convicted of a felony or crime as described above.

Listing of individuals assisting in the performance of this contract (Please use full, legal names):

<table>
<thead>
<tr>
<th>Individual</th>
<th>Title</th>
</tr>
</thead>
</table>

Attach additional names to this form if the space is not adequate.

I understand that should there be any change to this certification of officers, or individuals assisting in the performance of this contract, during any time of this contract, the Chesapeake Public Schools’ central office/school issuing this contract/PO will be notified immediately, and an updated certification will be provided to them within five (5) days of such change.

*This form must be updated every twelve (12) months for the duration of the contract/agreement period.*

Company

Print Name      Title

Signature      Date
CHESAPEAKE PUBLIC SCHOOLS
Certificate of Compliance
With Immigration Laws and Regulations

***For Transactions That Total More Than $50,000***
Return this form to the school/department responsible for finalizing your agreement.

CONTRACTOR: FORM MUST BE NOTARIZED PRIOR TO SUBMISSION

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall provide a sworn certification by the contractor or contractor of compliance with all federal immigration laws and regulations.

This certificate shall be attached to the contract document, if applicable. In any case where a purchase order will serve as the contract, this certificate shall be completed and returned to the Chesapeake Public Schools. The Contract/Purchase Order will not be issued prior to submittal of a completed Certificate of Compliance with Immigration Laws and Regulations. No performance may take place until the completed certificate is provided to the school/department responsible for finalizing your agreement. Failure to submit a certificate shall render the pending contract and/or purchase order void.

*This form must be updated every twelve (12) months for the duration of the contract/agreement period.*

Type or print legibly when completing this form.

Legal Name of Contractor or Contractor (Note: This is your name as reported to the IRS. It should match your Social Security card or Federal Identification Number.)

Type of Business Entity
Check one (attach additional pages to this form if the space below is not adequate):

- [ ] Sole Proprietorship—provide full name and address of owner
- [ ] Limited Partnership—provide full name and address of all partners
- [ ] General Partnership—provide full name and address of all partners
- [ ] Limited-Liability Corporation—provide full name and address of all managing members
- [ ] Corporation—provide full name and address of all officers

Full Name ____________________________________________
Address ____________________________________________
City, State and Zip ____________________________________
Business Telephone Number __________________________ Business Fax Number ____________________
### Doing Business As (If Applicable)
(Note: This is the name that appears on your invoices, but is not used as your reporting name.)

### Name and Title of Person Completing this Certificate

### Physical Business Address

<table>
<thead>
<tr>
<th>City, State and Zip</th>
</tr>
</thead>
</table>

### Number of Employees | Are All Employees Eligible for Employment in the United States?

Under penalty of perjury, I declare on behalf of the contractor/Contractor listed above that to the best of my knowledge and based upon reasonable inquiry each and every one of the contractor’s employees is eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/Contractor that due care and diligence shall be used to ensure that all employees hired in the future will be eligible for employment in the United States and that I agree to remain in compliance throughout the duration of the contract. I affirm the information provided herein is true, correct, and complete. I also agree to permit the Chesapeake Public Schools to inspect records and documentation to ensure that all persons hired by the contractor/Contractor are eligible for employment under the laws referenced in this certificate when deemed necessary by Chesapeake Public Schools. I agree that the contractor/Contractor will fully cooperate in any such audit.

Sworn this ______ day of _____________, 20____

On behalf of ________________________________

(Name of Contractor/Contractor)

As evidenced by the following signature and seal:

Name of Contractor/Contractor: ________________________________

Printed Name of Signatory: ________________________________

Signature: ________________________________

Date: ________________________________

---

**Notary Public, please complete this section:**

City/County of ________________________________ Commonwealth/State of______________________________

The foregoing instrument was acknowledged before me this ______ day of _____________, 20____.

Notary Public Signature: ________________________________

Registration No. ________________________________

My Commission Expires: ________________________________
ATTACHMENT C

Please complete the following “return envelope template,” affix to the outside envelope of your agency’s RFP Response, and return to Chesapeake Public Schools. Failure to do so may affect the proper and timely receipt of your RFP response.

CONTRACTOR’S NAME: __________________________

____________________

____________________

RFP: #21-1819
RFP NAME: FURNITURE PACKAGE - GREAT BRIDGE PRIMARY SCHOOL
CLOSING: 4:00 P.M. EASTERN STANDARD TIME, JANUARY 24, 2019

AMY P GEORGE, CPPB, BUYER
CHESAPEAKE PUBLIC SCHOOLS
PURCHASING DEPARTMENT
312 CEDAR ROAD
CHESAPEAKE, VA 23322
Virginia Procurement Act – Virginia Code § 2.2-4342

Public inspection of certain records: – A. Except as provided in this section, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§2.2-3700 et seq.).

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

The statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

<table>
<thead>
<tr>
<th>Page</th>
<th>Paragraph</th>
<th>Reason</th>
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<tbody>
<tr>
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</table>

Please use additional sheets if needed.

Name of Business: ________________________________________________________________

Printed Name: _________________________________ Title: ______________________________

Signed: _________________________________________________________________________

Bid/RFP #: _________________________________ Date: ________________________________

End of Document