

**PATRICKCOUNTY
PUBLIC SCHOOLS**

P. O. Box 346 • Stuart, VA 24171
(276) 694-3163 • FAX (276) 694-3170

November 9, 2018

**Request for
Proposal
RFP #111318**

Notice is hereby given of the intention of the School Board for Patrick County, Virginia, to contract for:

Student Transportation Services

Prospective bidders may, at the discretion of the Director of Operations, be required to pre-register. Vendors, who are not pre-registered and wish to submit a bid, shall complete the "Vendor Application Form" which is included with the bid specifications, and return to the Director of Operations

Sealed bids will be received at the central office of Patrick County Public Schools, 104 Rucker Street (P. O. Box 346) S t u a r t , Virginia 24171.

Delivery of Bid: It is the responsibility of the vendor to assure that its bid is delivered to the place designated for receipt of bids and by the time set for receipt of bids. No bids received after the time designated for receipt of bids will be considered. Bids must be in the hands of the officer or agent of the Owner whose duty it is to receive them by the time specified. The officer or agent of the Owner whose duty it is to receive bids will decide when the specified time has arrived and will determine if the bid was in their possession by that time.

Due Date and Time: Friday, February 1, 2019, by 3:00 p.m.

In the event that School Board offices are closed due to inclement weather and/or emergency situations prior to or at the time set aside for proposals, the published due date will default to the next open business day at the same time.

Electronic Invitation to Bid/RFP Retrieval Instructions

Full copies of the Request for Proposal can be found on our website at www.patrick.k12.va.us or contacting the central office at 276-694-3163.

**REQUEST FOR PROPOSAL
AND PRESENTATION OF CREDENTIALS**

RFP #110918

STUDENT TRANSPORTATION SERVICES

1. Introduction

The School Board of the Patrick County, more commonly known as Patrick Public Schools (“PCPS”), is requesting proposals from entities capable of providing Student Transportation Services for all, or a portion of, PCPS’s transportation requirements commencing prior to the beginning of the 2019-20 school year.

Entities preparing a response to this RFP should recognize that PCPS currently delivers essentially all Student Transportation Services in house. Additionally, there is no recent history of privatized Student Transportation Services in southwest Virginia other than the provision of certain specialized services (e.g., special needs).

As a result, this RFP is crafted in a manner that is intended to allow respondents considerable latitude in their submissions. Though it is hoped that there is sufficient structure in this document to provide appropriate guidance to respondents, PCPS recognizes that the expertise of the firm will be a valuable asset in shaping the final arrangement.

PCPS believes it essential that the entity selected (“Contractor”) be willing and able to work collaboratively with the school division. It is for this reason that the evaluation criteria described in Item 5 below fall into three broad categories:

- Character
- Capability
- Cost

2. Scope of Services

The following description of the Scope of Services shall establish minimum requirements and expectations of PCPS. PCPS reserves the right to waive any or all requirements specified herein.

- a. The prime objective is to provide safe, efficient, and reliable transportation services for PCPS.
- b. Subject to applicable statutes and regulations, the term of the contract entered into by the parties (“Contract”) shall be for an initial period of five (5) years, commencing on July 1, 2019 and terminating on and as of June 30, 2024. The Contract may be renewed once by PCPS, in its sole discretion, for a period of two (2) additional years.

The Contract may be terminated by PCPS upon sixty (60) days written notice and may be terminated by PCPS for any reason or for no reason.

- c. Contractor shall provide transportation services for the purpose of transporting school students residing within the boundaries of PCPS to and from school, field trips, sporting events, summer school, and various extracurricular activities without interruption. Contractor shall make available a sufficient number of vehicles, including standby equipment, to meet this requirement.

Contractor shall maintain spare buses in sufficient quantity to assure uninterrupted service.

No vehicle shall be older than is agreed by the parties and set forth in the Contract.

Contractor understands that PCPS will not be able to assign the exact number of routes and/or students until the 5th of August of each year. The Contractor understands that the student list and routes are subject to revision during the course of each school year.

- d. Contractor shall hire and maintain a trained workforce of drivers, mechanics, and other related personnel sufficient to meet the requirements set forth in Item 3c above.
- e. Contractor shall maintain a central facility within Patrick County, at which place all vehicles shall be stored and from which the transportation services can be executed and supervised. As long as the current Transportation Facility is available to PCPS, PCPS will provide such central facility to the Contractor upon such terms as are agreed by the parties and set forth in the Contract.

In the event the current Transportation Facility is not available to PCPS, Contractor shall be required to maintain a central facility within Patrick County at its sole expense.

Any changes or structural modifications to the central facility shall be made at the sole expense of the Contractor and approved in advance by PCPS.

All buses shall be secured at the central facility by Contractor, at its sole expense.

- f. Contractor shall abide by and operate in accordance with the laws, rules, and regulations of Virginia and shall complete all forms and documentation required by all Federal, State, and local municipalities, and any other agency having jurisdiction. Additionally, Contractor shall abide by and operate in accordance with all applicable PCPS policies and

procedures.

- g. Contractor shall provide advice and consultation to PCPS relating to bus routes, times, stops, and weather conditions affecting the possible delay and/or cancellation of school. It shall be understood that PCPS has the right to modify routes, times, and stops at its sole discretion at any time during the term of the Contract and shall control the establishment of same.
- h. Prior to the effective date of the Contract, Contractor will file with PCPS a Certificate of Insurance that indicates that Contractor has purchased Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, Excess Automobile Liability Insurance, and Worker's Compensation and Employer's Liability Insurance in, *at minimum*, the following amounts:
 - (i) Comprehensive General Liability Insurance
 - (A) \$5,000,000 for each occurrence and in the aggregate - bodily injury
 - (B) \$5,000,000 for each occurrence and in the aggregate - property damage
 - (ii) Automobile General Liability Insurance
 - (A) \$5,000,000 - Combined single limit for bodily injury and property damage.
 - (iii) Worker's Compensation and Employer's Liability
 - (A) \$100,000 for each accident
 - (B) \$500,000 for disease
 - (C) \$100,000 for disease for each employee
 - (iv) Umbrella Excess Liability
 - (A) \$5,000,000 per occurrence and in the aggregate. Coverage should schedule additional limits over and above the General Liability, Automobile Liability, Workers' Compensation and Employer's Liability.

The aforesaid insurance policy purchased by the Contractor shall name PCPS as an insured party under all insurance coverage, and shall include contractual liability coverage under the Comprehensive General Liability Insurance, and Automobile General Liability Insurance.

The aforesaid insurance policies purchased by Contractor and the Certificates of Insurance issued pursuant thereto shall contain a provision that the coverages provided under the policies, as well as the policies, will not be canceled or materially changed unless the companies provide PCPS with sixty (60) days' written notice of the intent to cancel a policy, or cancel or

materially change the coverages provided under the policy. PCPS shall also be named as an additional insured on Contractor's insurance policies. Each party will provide immediate notice to the other party of (i) any accident (ii) any other condition or occurrence which arises out of the provision of services under the Contract that may affect the insurance policies purchased by Contractor. Pursuant to Virginia Department of Education (VDOE) requirements, written accident reports shall be submitted to PCPS and VDOE within forty-eight (48) hours of each occurrence. In addition, in the event of an accident, Contractor shall immediately notify PCPS by verbal communication.

- i. Contractor shall provide a full-time supervisor who (i) is capable of coordinating the services provided by Contractor, (ii) serves as the primary point of Contractor communication with PCPS, and (iii) has a detailed working knowledge of the service area. PCPS shall have final approval of this supervisor or his replacement.
- j. Contractor shall promptly provide all information requested by PCPS that may be required to prepare reports, maintain records, and verify invoices. The information requested may include, but is not limited to, the following: accident information, insurance certificates, vehicle information (e.g., serial number, make, year, name of body manufacturer, seating capacity, etc.), mileage, stop times, driver information (e.g., license, physical exam, drug test, etc.), and other information as may be required by PCPS. Contractor shall fully cooperate with PCPS in providing necessary information to compile and submit reports and other documents required by State and Federal government or its agencies in a timely manner.
- k. Contractor shall conduct drug testing as requested by the District and as required by Federal, State and Local regulations.
- l. PCPS shall have the right to inspect any aspect of Contractor's operation relating to services provided under the Contract to determine compliance with PCPS requirements.
- m. Contractor shall be responsible for conducting orientation meetings annually or as needed. Contractor shall also provide continuous professional development training for its staff.
- n. Drivers assigned to transport disabled, special education, and/or pre-kindergarten students shall be given special training concerning the techniques of handling such children. This training will be the responsibility of Contractor. PCPS reserves the right to place its own personnel on these vehicles to assist these students for physical, emotional, or disciplinary reasons.
- o. A ten percent (10%) performance bond or irrevocable letter of credit **may be** required of the Contractor. The decision to require a performance bond or irrevocable letter of credit rests in the sole discretion of PCPS.

PCPS will allow for a reasonable competitive additional cost to be paid to Contractor for the purposes of securing such bonding.

Note: Entities submitting proposals should clearly identify the additional cost associated with securing such bonding.

This performance bond or irrevocable letter of credit, if required, may be waived by PCPS upon the completion of a satisfactory period of service by Contractor. If required, Contractor shall deliver the performance bond or irrevocable letter of credit to PCPS no later than the date of execution of the Contract.

- p. Contractor shall be responsible for obtaining, at its own expense, any and all permits, licenses and/or governmental approvals necessary to fulfill its obligations under the Contract.
- q. Contractor shall be responsible, at its own expense for all fees, including but not limited to tolls and parking.
- r. At its own expense (except as covered by insurance or manufacturer's warranty), Contractor shall be responsible for the payment of all operating expenses of each vehicle, including, but not limited to, the cost of maintenance of each vehicle to assure that it meets Department of Motor Vehicles requirements and is kept in clean and good working condition. Contractor shall pay for all oil, anti-freeze, lubricants, washing, garage, highway road service, towing charges, permits for bridges with weight limits, parking fees and/or road tolls required or incurred in connection with the operation of the vehicles. Contractor shall pay for any loss to vehicle not covered by insurance.
- s. Contractor shall maintain effective two-way radio communication with each vehicle in operation. The equipment necessary to meet this requirement shall be kept in good working order at all times. Two-way communication must include PCPS schools and remaining Transportation administration.
- t. Contractor must supply PCPS with a list of drivers' names and license numbers, an equipment list, and address(es) of maintenance facility(ies) within thirty (30) days of the start of each school year.

3. **Availability of Information**

General information regarding PCPS Transportation operations is available upon request. Interested parties should contact Mr. Derick Smith, Director of Transportation, at 276-694-3268.

PCPS will distribute to firms attending the Pre-RFP conference (described in Item 5a below) a data package that includes detailed information about current PPS student transportation operations.

Requests for additional information subsequent to the RFP deadline should be directed to Mr. Derick Smith at 276-694-3268 or Mr. Dean Gilbert at 276-694-3163.

4. **Submittal Requirements**

- a. Indicate the legal name of the entity and whether the entity is a sole proprietor, a partnership, a corporation, or other legal entity.
- b. Summarize the entity's general qualifications and background. This should include, but need not be limited to, number of employees, office locations, and history.
- c. Discuss the entity's previous work experience in school districts with a scope of services similar to the scope of services set forth herein. The entity's safety performance and driver training programs should be discussed in detail.
- d. Discuss the entity's approach to delivering the Scope of Services set forth above. Specific attention must be given to the following:
 - (i) The entity's intentions with regard to hiring and compensation (including benefits) of current PCPS Transportation personnel (it being understood that any current PCPS personnel hired must meet insurability requirements, current state law, and the contractor's established standards). The entity must also indicate how it proposes to supply drivers if the number of existing PCPS drivers hired is insufficient to deliver the Scope of Services.
 - (ii) The entity's intentions with regard to the acquisition and/or disposition of buses in the current PCPS fleet, including the regular vehicle fleet. Please note that twelve (12) buses in the PCPS fleet are subject to a lease purchase agreement.
 - (iii) The entity's intentions with regard to the responsibilities of PCPS (e.g., development of routes, parent complaints) under the Contract and the coordination of activities of PCPS personnel and personnel of Contractor.
 - (iv) The entity's intentions with regard to the purchase of fuel – whether it should be purchased by PCPS or Contractor.
 - (v) The entity's intentions with regard to the installation of safety equipment on each of the vehicles used to transport students. This includes, but is not limited to, digital cameras and GPS systems, and the monitoring and PCPS access to such systems.
 - (vi) The entity's intentions with regard to the maximum age of buses operating in the fleet and any other operational limitations that the entity might place on vehicles.

- (vii) The entity's approach to vehicle maintenance, including preventative maintenance scheduling and inspection.

e. ***Indicate the entity's pricing approach for delivering the Scope of Services.***

In addition, the proposal must indicate the pricing implications of the following:

- (i) all one-time expenditures, including start-up costs
- (ii) the acquisition/disposition of buses and vehicles in the PCPS fleet
- (iii) the performance bond or irrevocable letter of credit, if required
- (iv) rental of the existing Transportation Facility
- (v) purchase of fuel
- (vi) safety equipment (e.g., digital cameras and GPS systems) and the monitoring of such systems
- (vii) age or other limits on buses operating in the fleet

The entity's invoicing protocols and expectations regarding timing of payments by PCPS should also be set forth in this section.

- f. Provide a list of three (3) school district references with contact information, number of years servicing the school district, and number of vehicles.

5. **Evaluation Criteria**

Timely-submitted proposals will be evaluated on the following criteria

a. **Character**

- Approach regarding the hiring of existing PCPS employees
- Approach to building a lasting business relationship with PCPS
- References
- Responsiveness of the proposal in addressing the challenges of commencing privatized student transportation services in an area where there is no history of such services
- Long term commitment to doing business in Patrick County, Virginia

b. **Capability**

- Financial strength of the firm
- Technical experience of the firm
- Safety performance in settings similar to PCPS

c. **Cost**

- 2019-20 turn-key cost to PCPS for Student Transportation Services
- Term of contract turn-key cost to PCPS for Student Transportation Services
- “First mover” benefits to PCPS for subsequent business expansion by the selected entity in southwestern Virginia

Please note that, prior to award; PCPS shall have the right to request any information to provide evidence that an entity responding to this RFP is able to deliver the Scope of Services.

6. **Selection Process**

a. **Pre-RFP Conference**

A pre-RFP conference will be held on Friday, January 4, 2019, at 1:00 p.m. in the board room of the PCPS Central Office located at 104 Rucker Street, Stuart, VA 24171. **Attendance at the pre-RFP conference is mandatory.**

PCPS will distribute to firms attending the Pre-RFP conference a data package that includes detailed information about current PCPS student transportation operations. In addition, a tour of the existing Transportation Facility will be provided.

Failure to attend the pre-RFP meeting may result in rejection of your proposal submission. PCPS reserves the right to reject the proposal of any Contractor who does not attend the pre-proposal meeting.

b. Proposal Due Date

Proposals must be delivered to the Patrick County Public Schools per the instructions below by no later than **Friday, February 1, 2019 at 3:00 p.m.**

c. Administration Recommendation to Proceed

By no later than close of business on **Tuesday, February 5, 2019**, PCPS will determine whether one or more of the proposals are of sufficient interest to proceed further with the review process.

Notice of this determination will be sent to each entity that submitted a proposal by no later than close of business on **Wednesday, February 6, 2019**. Such notice will not constitute a commitment by PCPS to award a contract to one of the proposers; rather, the notice will serve as confirmation that the PCPS review of the various proposals will continue.

This step is necessary since timing of this RFP has been coordinated with the PCPS budget development process for 2019-20. The School Board is scheduled to approve a categorical budget at its March 28, 2019 meeting. Posting of the proposed categorical budget will take place on Wednesday, March 29, 2019.

If the PCPS Administration believes there is sufficient encouragement that it will be able to conclude negotiations with at least one RFP respondent, the categorical budget presented to the School Board will presume privatization of Student Transportation Services.

d. Short List of Candidates

Assuming that the review process continues, by no later than **Friday, February 15, 2019**, PCPS will short-list no more than three (3) firms for further consideration. Notification of short-listing will be provided to the selected respondents on that day.

e. Finalist Presentations

Each short-listed firm will be asked to make a presentation of its proposal on **Thursday, February 28, 2019** in the Board Room of the PCPS Central Office. Each finalist will be given one hour of time, including questions. Presentation times will be:

1:00 to 2:00 p.m. – Finalist #1
2:30 to 3:30 p.m. – Finalist #2
4:00 to 5:00 p.m. – Finalist #3

The order of presentation will be determined by lottery.

f. Selection of Firm

By no later than **Friday, March 1, 2019**, a preferred entity will be selected by the PCPS Administration. Subject-to-final-Board-approval contract negotiations will commence with the preferred entity.

g. School Board Approval of Contract

It is the wish of the PCPS Administration that the contract be ready for final School Board approval by no later than March 25, 2019. This will permit action to be taken at the March 28, 2019 School Board meeting.

8. Submission Requirements

The original proposal and five (5) copies must be delivered no later than 3:00 p.m. on Friday, February 1, 2019 to:

C. Dean Gilbert
Director of Operations
Patrick County Public Schools
P.O. Box 346
104 Rucker Street
Stuart, VA 24171

Each copy shall be signed by the person or persons legally authorized to bind the proposer to a contract. A proposal submitted by an agent shall have a current Power-of-Attorney, certificate of authorization, or board resolution attached certifying agent's authority to bind the proposer in contract.

Proposals must be submitted in an appropriately marked sealed envelope. The front of the sealed envelope must (a) identify the submission as being in response to RFP #110918, (b) show the full name of the submitting organization, and (c) indicate the closing time and date of the bid. PCPS will not assume responsibility for bids not submitted in accordance with these submission requirements.

9. **Addenda and Clarifications**

Any addenda or clarifications to this RFP will be made available to all firms attending the Pre-RFP Conference described in Item 7a above. Oral explanations made prior to the opening of proposals do not form a part of this RFP or any submission made in response to this RFP.

It shall be the bidder's responsibility to obtain any addenda or clarifications published prior to the proposal due date by checking the PCPS website (www.patrick.k12.va.us) where all such addenda or clarifications shall be posted. Since several addenda or clarifications may be issued for a single RFP, it is suggested that bidders check the PCPS website frequently.

10. **Proposal Term**

All proposals shall remain valid for a period of ninety (90) days after the bid due date.

11. **Proposal Withdrawal**

Withdrawal of proposals due to error shall be carried out in accordance with Section II-54(ii) of the Code of Virginia.

12. **Rejection of Bids**

The PCPS Superintendent, on behalf of the School Board, reserves the right to reject any and all proposals.

13. **Procedure for Protests**

Any vendor submitting a proposal may protest the award or decision to award a contract by submitting a written protest to the Superintendent of the Patrick County Schools Board no later than ten (10) days after the award or the announcement of the decision to award, whichever comes first. The written protest shall include the basis for the protest and the relief sought. (Section 2.2-4360, Code of Virginia)

14. **Disclosure of Bid Contents**

Ownership of all data, materials, and documentation originated and prepared for the Patrick County Public School Board pursuant to the bid shall belong exclusively to the Patrick County Public School Board and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Freedom of Information Act, unless otherwise required by law or a court; however, the offeror must invoke the protection of Section 2.2-4332(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically

identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining proprietary information. The classification of an entire bid document, line item prices, and/or total bid prices as proprietary, or trade secrets, is not acceptable and may result in rejection of the proposal.

PATRICK COUNTY PUBLIC SCHOOLS
Stuart, Virginia

GENERAL CONDITIONS

1. The PATICK COUNTY PUBLIC SCHOOL BOARD of the County of Patrick, Virginia, reserves the right to make the award by gross or item.
2. Trade name and grade of commodities offered must be stated on the bid sheet.
3. The bidder expressly warrants that the price or prices quoted herein are not the result of an agreement or understanding expressed or implied with any other bidder or bidders.
4. Local Governments are exempt from all direct Federal and State taxes.
5. The right is reserved to decide when a deviation from specifications is of sufficient consequence when measured against the purpose for which the item will be purchased to justify including it for consideration. The PATRICK COUNTY SCHOOL BOARD shall be the sole and final judge.
6. Bid specifications may only be amended by written addenda. Oral communications with any bidder by representatives of the Patrick County Public Schools are not to be considered in preparing a bid in response to any invitation to bid, and only addenda signed by Dr. William Sroufe, Superintendent or Mr. Dean Gilbert, Director of Operations, shall be considered valid. A signed copy of all addenda shall be returned by bidder with their bid.
7. The right is reserved to cancel any contract and reject deliveries of any products not in accordance with the specifications. The PARICK COUNTY SCHOOL BOARD shall be the sole and final judge.
8. Awards will normally be made to the lowest responsive bidder, provided service and quality are considered to be equal to that offered by other bidders, but the right is reserved to make the award to other than the low bidder when it is in the best interest of the Patrick County Public Schools to do so. The PATRICK COUNTY SCHOOL BOARD will be the sole judge as to conditions affecting such interest. Insofar as it is consistent with the best interests of the Patrick County Public Schools and provided quality, service, and cost are deemed equal in two or more suppliers, preference will be given in the following order: Patrick County firms, area firms, and then state and out-of-state firms. No bidder will be given preference on the basis of race, national origin, sex, age, or creed. Right is reserved to waive any and all informalities and to reject any or all bids.
9. Bids must be signed, sealed, and received at the PATRICK COUNTY PUBLIC SCHOOLS CENTRAL OFFICE, P.O. Box 346, 104 Rucker Street, Stuart, Virginia, 24171 with the proposal number, opening date, and bidder's name shown clearly on the face of the envelope. **BID/PROPOSAL PRICES MUST BE ENTERED ON YOUR FORM.** Bids will be opened publicly at the appointed hour, but officials reserve the right to take sufficient time following bid opening to study the various bids and to make

recommendations to the School Board, which will make the award(s) by vote in open meeting. Purchase orders will be written as promptly as possible after award by the School Board.

10. Where articles or items of equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the article as specified represents an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to exclude other comparable brands unless followed by the word "only".
11. Should the delivery of any part of an order be delayed beyond time specified, or beyond a reasonable time if no time is specified, or should any portion of the products delivered fail to comply with the attached specifications, the PATRICK COUNTY SCHOOL BOARD is to have the right to buy at market price for immediate delivery, and any excess in cost of same over the price named herein is to be paid by the contractor or deducted from any money due him thereafter.
12. The quantities required as stated on the attached specification sheet(s) are expressly agreed to be an estimate only and nothing herein or attached shall bind the PATRICK COUNTY SCHOOL BOARD to purchase any specified amount of the product or services.
13. It shall be understood and agreed between parties to a resulting contract that the PATRICK COUNTY SCHOOL BOARD shall not be obligated to purchase or pay for any products covered by such contract unless and until they are ordered and received by the buyer. Delivery of all items or service covered under the purchase contract is a pre-condition of payment, and the PATRICK COUNTY SCHOOL BOARD shall have the option of withholding all payments due until the entire contract has been fulfilled (unless otherwise specified by the contract document).
14. All samples specified in bid (if any) must be identified with bidder's name and bid item number and delivered to the appropriate Supervisor's office prior to bid opening. Any samples that may be needed after bid opening must be available for immediate delivery to the same Supervisor's office. All samples are to be supplied at the bidder's expense. Samples may be reclaimed no later than ten (10) days following bid opening except those needed to compare with delivered material or used in testing and evaluating.
15. No bid changes will be permitted after bid opening. The unit price will prevail in event an error is made in computing totals.
16. Written request for withdrawal of a bid or any part thereof will be granted if such request is received prior to specified time of bid opening. Unless otherwise specified, all bids shall be binding for sixty (60) days following bid opening date.
17. Bidders failing to respond to three consecutive bids will be removed from our active bidder's list.
18. All resulting orders must be delivered as specified on the purchase order. All bid prices are to be F.O.B. Destination.

19. Any bidder desiring to offer comments or suggestions concerning the enclosed bid may do so five (5) days before bid opening date in the Department of Purchasing and Contract Services for the PATRICK COUNTY SCHOOL BOARD. However, the comments and suggestion shall not obligate the PATRICK COUNTY SCHOOL BOARD to include the comments and suggestions in the bid documents or addenda.
20. The Patrick County Public Schools reserve the right to negotiate a contract with the lowest responsive bidder should the lowest responsive bid exceed available funding.
21. Any bidder may protest the award or decision to award a contract by submitting a written protest to the Superintendent of the PATRICK COUNTY SCHOOL BOARD no later than ten (10) days after the award or the announcement of the decision to award whichever occurs first. The written protest shall include the basis for the protest and the relief sought. (Section 2.2-4360, Code of Virginia)
22. Employment discrimination by contract prohibited. -- All public bodies shall include in every contract of over \$10,000 the provisions in 1 and 2 herein:
 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. (1982,c.647.) (Section 2.2-4311, Code of Virginia)
23. The bidder agrees that the Patrick County School Board, and any approving Federal or State Agency or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the bidder which are pertinent to this Project for the purpose of making an audit, examinations, excerpts, or transcriptions.
24. If it is determined that a bidder is not authorized by the State of Virginia to sell the product or service being bid, or if a bidder is not an authorized distributor of the product or service being bid, the portion of the bid affected by these factors will be rejected.

- 25. If available funding is exceeded, Patrick County Public Schools reserves the right to end the contract term early upon written notice to the vendor.
- 26. Only one (1) sealed bid or proposal submission is allowed per single operating entity.
- 27. The resulting contract from award of this bid is subject to the laws and jurisdiction of the Commonwealth of Virginia.

MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION

The Bidder (Proposer) shall complete the following information:

Is Bidder (Proposer) a qualified minority or women-owned business enterprise (MBE/WBE)?
 Yes: _____ No: _____. Regardless of response to this question, Bidder shall complete the following:

Will Bidder be using subcontractors? Yes: _____ No: _____

In conjunction with the desire of the School Board of the County of Patrick, VA's policy to utilize Minority and Women-Owned Business Enterprises wherever possible, the Bidder (Proposer) has solicited quotations for labor, material, and/or services from the following MBE/WBE: (Attach additional sheet if necessary.)

A. <u>Name of Firm</u>	<u>Person(s) Contacted</u>	<u>Type of Labor, Service or Material Quoted</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____

B. Of those Listed above, we intend to utilize the following MBE/WBE in completion of the work required by this contract. (Attach additional sheet if necessary.)

<u>Name of Firm</u>	<u>Type of Labor, Service or Material Quoted</u>	<u>Amount of Contract Subcontract</u>
_____	_____	_____

The Bidder will utilize the indicated MBE/WBE firms in this project. If the Bidder (Proposer) determines not to use the indicated MBE/WBE, Bidder must notify the School Board and provide a valid non-discriminatory business reason for not employing the MBE/WBE.

- C. If the MBE/WBE's indicated in paragraph 'A' will not be utilized, please state the reason for each firm. (Attach additional sheet if necessary.)

Name of Firm

Results of Contact

- D. If unable to contact MBE/WBE's, please indicate efforts made: (Attach additional sheet if necessary.)

This firm has made a good faith effort to utilize MBE/WBE's whenever possible.

BIDDER:

(Firm)

(Address)

(Telephone)

(Fax)

(Ink Signature and title)

(Date)

(Seal and attest Seal if Proposal is by Corporation)

**PATRICK COUNTY PUBLIC SCHOOLS
CERTIFICATION OF COMPLIANCE WITH VIRGINIA CODE**

1. A sworn statement or affirmation from the contractor that neither the contractor nor any of its employees have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child nor a crime of moral turpitude is mandated by Virginia Code Section 22.1-296.1.

2. Affirmation from the contractor that the contractor does not, and shall not during the performance of the contract for goods and services in Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Bid/Proposal-Number: _____ Company Name: _____

List of employee(s) assigned to the project:	

By signature below, I hereby certify that 1) a criminal background check has been performed as part of the employment process for the above listed persons and that based upon the results of such background check these individuals have never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor a crime of moral turpitude; 2) to the best of my knowledge and belief none of these individuals is currently the subject of any pending criminal charges involving a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor a crime of moral turpitude; and 3) I do not nor shall I during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

If the employees assigned to the project change, an updated copy of this form must be submitted to the Purchasing & Contract Office before an added employee can begin to work on the project.

Only employees on this list will be allowed on campus or be allowed to interact with students.

Name of Company Officer _____

Date _____

Signature of Company Officer _____

Patrick County Public Schools
P.O. Box 346
104 Rucker Street,
Stuart, VA 24171
(276) 694-3163

Vendor Application Form

Ladies and Gentlemen:

If you wish to be listed on the Patrick County Public Schools' bid/proposal notification list you must complete the following form and return it to the Department of Purchasing and Contract Services.

Section I

Date:

1. Legal Name of Company or Corporation: _____
2. _____ Corporation _____ Partnership _____ Individual _____ Other
3. State of Incorporation: _____ Taxpayer ID: _____

PROCUREMENT ADDRESS:

4. Street Address: _____ PO Box _____
5. City: _____ State: _____ Zip: _____
6. Telephone Number: _____ Toll-Free Number: _____
7. Fax Number: _____ Email : _____

PAYMENT ADDRESS:

8. Street Address: _____ PO Box _____
9. City: _____ State: _____ Zip: _____
10. Telephone Number: _____ Toll-Free Number: _____
11. Fax Number: _____ Email: _____
12. Name of Nearest Local Representative: _____
13. Mailing Address: _____

14. Telephone Number: _____ Toll-Free Number: _____

15. Fax Number: _____ E-mail Address: _____

Section II

1. Indicate names and titles of principal officers:

A. _____

B. _____

C. _____

D. _____

2. Financial Data:

A. Have you ever been refused a bid or performance bond? _____

If yes, please explain: _____

B. Indicate two bank references:

1. Bank Name: _____

Address: _____

2. Bank Name: _____

Address: _____

Section III

Contact Information:

	NAME	TELEPHONE #	ADDRESS (IF DIFFERENT FROM PG 1)
Order Placement			

Order Delivery			
Claims Dept.			
Pricing Information			
Invoicing			
Engineering			
Terms of Pmt.			
Sales Manager			
President			

Section IV

Please indicate three local or state governmental agencies in the State of Virginia with which you have done business in the last three years:

1. Agency Name: _____

Address: _____

Contact Person: _____ Telephone # _____

2. Agency Name: _____

Address: _____

Contact Person: _____ Telephone # _____

3. Agency Name: _____

Address: _____

Contact Person: _____ Telephone # _____

Section V

1. Is this a minority business enterprise as defined by the State Office of Minority

Business Enterprise? _____ YES _____ NO

Please check one:

White Black Hispanic
 American Indian Asian Other

If "Other" please explain: _____

Please check all that apply:

Minority Owned Minority/Women Owned
 Small Business Veteran Owned Business
 Woman Owned Business

2. Does your business qualify as a small business as defined by the United States Small Business Administration? YES NO

If yes, please explain: _____

Section VI

Please complete the attached W-9.

Section VII

Commodity Codes - Please check all areas that apply.

	DESCRIPTION	COMMODITY CODE	GROUP CODE
	Accounting Services	94611	ACCT SVCS
	Acoustic Wall Panels	01005	ACOUSTIC
	Air Pollution Control Services	96204	AIR POLLUT SERV
	Air Quality Monitoring Services	92615	AIR QUAL MONIT
	Aircraft	03520	AIRCRAFT
	Alarms – Fire/Sec – Install	34016	ALARMS-FIRE/SEC
	Alarms – Monitor Fire / Sec	99005	ALARMS-MONITOR
	Appliances & Equipment	04500	APPLIANCES
	Architectural Services	90600	ARCH SVCS
	Asbestos Removal	91038	ASBESTOS-REM
	Beverage Service	39377, 74085, 96115	BEVERAGE SVC
	Beverages-Soft drinks	39377	SOFT DRINKS
	Bleachers, Risers	42004	BLEACHERS
	Blinds, Vertical, all types	87070	BLINDS
	Boiler Replacement	82000	BOILER REPL
	Boiler Sale	95322	BOILER SALE
	Books-all types	99818	BOOKS ALL TYPES

Books-class register, record & plan books	78520	BOOKS PLAN REC
Books-text-6 th -8 th grade	71586	BOOKS-6-8 GRADE
Books-text-9 th -12 th grade	71587	BOOKS-9-12GR
Books-text-Kindergarten-5 th grade	71585	BOOKS K-5
Building Renovations	90922	BLDG RENOV
Bus Parts	99809	BUS PARTS
Bus Routing System	92032	BUS RT SYS
Buses-School	07033	BUSES
Cabinetry	90948	CABINETS
Carpentry	91427	CARPENTRY
Computer Consultant	91828, 91829, 91830	COMP CONSULT
Computer Equipment	20400, 20600	COMP EQ
Computer Networks	20400, 20600	COMP NETWORKS
Computer Software	20800, 20900	COMP SOFTWARE
Computerized System – FD Svcs	20865	COMP SYS-FD SVC
Computer-micro,Imaging Systems	20446	IMAGING SYSTEMS
Concrete	91051	CONCRETE
Concrete, precast	75030	CONCRETE PRECST
Construction Consulting	91831	CONST CONSULT
Construction Mgmt Services	95826	CONST MGMT
Copy Machines	60038	COPIER
Cranes, all kinds	56039	CRANES ALL KIND
Curtain wall	91447	CURTAINWALL
Demolition	91240	DEMOLITION
Ditching & Excavating	91223	DITCHING
Doors & windows	55931, 90937	DOORS WINDOWS
Driver Education Training	99032, 78546	DR ED
Drug Card – Prescription	95348	DRUG CARD
Dry Wall	91075	DRY WALL
Dumpster Services	91027	DUMPSTER SVCS
Educational Research Services	92419	EDU RSEARCH SVC
Electrical Service	91438	ELEC SVC
Electronics	28700	ELECTRONICS
Elevator Installation, Maintenance & Repair	91013	ELEVATORS
Employee Benefits Consulting	91840	EMPL BENE CONSU
Employee Classification Study	95277	EMPLOYEE STUDY
Engineering Services	92533	ENG SVCS
Equipment-Audio Visual	84000, 88011	EQ-A-V
Equipment-Food Services	16500, 74070, 24000	EQ-FD SVCS
Equipment-HVAC	03100, 74000	EQ-HVAC
Equipment-Laundry	99859	EQ-LAUNDRY
Equipment-Mowing	02067	EQ-MOWING
Equipment-Office	99872	EQ-OFF

Equipment-Physical Education	80562	EQ-PE
Equipment-Playground	65038	EQ-PLAYGROUND
Equipment-Science	78588	EQ-SCIENCE
Equipment-Vocational Education	78593	EQ-VOC ED
Exterminating Service	91059, 98872	EXTERMINATING
Fences	98815	FENCES
Finance-Economics Consulting	91849	CONSULT FINANCE
First Aid & Safety Equip & Supplies	34500	SAFETY EQUIP
Flooring-Carpet	36010	CARPET
Flooring-Tile	36085	TILE
Floors-Hardwood	36021	FLOORS
Food-Bakery Products	37515	FOOD-BAKERY PRO
Food-Frozen, Staple, Canned	38500, 39000, 39300	FOOD
Food-Ice Cream & Dairy Products	38045, 38075	FOOD-IC & DAIRY
Food-Pizza-Ala Carte	37554, 38557	PIZZA
Food-Snack Foods	39310, 39343, 39371	FOOD-SNACK
Fuel, oil, diesel	40509	FUEL OIL DIESEL
Fuel, oil, grease & lubricants	40500	FUEL OIL GREASE
Fuel, oil, heating	40512	FUEL OIL HEATING
Furniture-Cafeteria	42008	FURN-CAF
Furniture-Classroom	42000	FURN-CLASS
Furniture-Library	42056, 45052	FURN-LIB
Furniture-Office	42500	FURN-OFFICE
General Contractor	91200, 91300, 91400	GEN CONT
Grading	91223	GRADING
Grease trap-cleaning	91070	GREASE TRAP CLN
Hauling	91223	HAULING
Human Resources Consulting	91866	HR CONSULTING
HVAC	91450	HVAC
HVAC Filters	03144, 03145	HVAC FILTERS
Insurance-Accident	95306	INS-ACC
Insurance-Annuities	95380	INS-ANN
Insurance-Aviation	95313	INS-AVIATION
Insurance-Consulting Firms	91869	INS-CONSULTANT
Insurance-Dental	95348	INS-DENTAL
Insurance-Excess Worker's Comp.	95392	INS-EX WK COMP
Insurance-Fleet	95330, 95333, 95354	INS-FLEET
Insurance-Flexible Benefits	96102	INS-FLEX BENE
Insurance-Health	95348	INS-HEALTH
Insurance-Liability	95356	INS-LIAB
Insurance-Student	95383	INS-STUDENT
Integrated Technology System	92416	INTEG TECH SYS
Intercom Systems	80300	INTERCOM SYS
Interior Decorators	96248	INTERIOR DEC
Janitorial Services	96221	JANITORIAL SVC

Landscaping	98852	LANDSCAPING
Magazine Subscriptions	95640	MAGAZINES
Masonry	91455	MASONRY
Mobile Office Rental or Lease	97140	MOD OFFICE LEAS
Modular Office Buildings	15550	MOD OFFICE BLDG
Modular Units & Buildings	15550	MOD UNITS
Moving Services	96256	MOVING SERVICES
Mowing-Grass	98836	MOWING
Musical Instruments & Access.	58000	MUS INST
Newspaper	95650	NEWSPAPER
Paint & Related Products	63000	PAINT
Painting Services	91461	PAINTING SVCS
Paper-Printing	64500	PAPER PROD
Paper-Products-Operations	64075	PAPER PROD-OPNS
Partitions	15058, 42556	PARTITIONS
Paving-Asphalt	91394	PAVING
Physical/Occupational Therapy	94886	PT-OT
Plaster Work	91464	PLASTERERS
Plumbing Services	91468	PLUMBING
Printing Services	96676	PRINTING SVCS
Promotional, Advertising, etc.	03778	PROMOTIONAL
Radio System	72545	RADIOS
Roof Replacement	91473	ROOF REPL
Roofing Consultant	91891	ROOF CONSULT
School Pictures	91572	SCH PICTURES
Scoreboards	80563	SCOREBOARDS
Search Firm	91806	SEARCH FIRM
Security Cameras	72554	SECURITY CAMERA
Senior Services	20167, 98364, 08046, 96686	SENIOR SERVICES
Sheet Metal	57054	SHEET METAL
Siding-Aluminum & Vinyl	54088	SIDING
Signs	80100	SIGNS
Site Characterization	92683	SITE CHAR
Site Improvements	90976	SITE IMPROVEMENT
Site-Utilities	92595	SITE UTILITIES
Software, Internet & Website	20854, 20954	WEBSITE SOFTWARE
Software, Inventory	20855	INVENTORY SFTWR
Software, Library Circulation Sys.	20859	LIB SYS SOFTWARE
Software-Personnel Management	20863	PERSONNEL MNGE
Speech/Language Therapy	96167, 92474	SPEECH
Sprinkler System	91227	SPRINKLER SYS
Stage Curtains	85522	STAGE CURTAINS
Steel	91479	STEEL
Stone	13550	STONE

Student Assessment & IEP	92471	STUDENT ASSESS
Supplies – Art	05000	SUP-ART
Supplies – Cafeteria	64050, 64060, 64080, 48501, 48518, 48528	SUP-CAF
Supplies – Classroom	78545	SUP-CLASS
Supplies – Cleaning	48554, 48555	SUP-CLEANING
Supplies – Electrical	99837	SUP-ELECT
Supplies – Office	61000, 62000	SUP-OFFICE
Supplies – Science	78588	SUP-SCIENCE
Technology Ed Laboratory	20627	TECH LAB
Telephone Service	91576, 91577	TELE SVC
Telephone Service – mobile	91575	TELE SVC-MOBILE
Telephone Services – Consultant	91895	CONSULT-PHONE
Telephone Systems	72557	TELE SYSTEMS
Testing-Environmental	92600	TESTING-ENVIROM
Tractors	02089	TRACTORS
Uniforms-Band	20010	UNIFORMS-BAND
Uniforms-Café,Opns,Maint,Transp	20092	UNIFORMS
Vehicles (cars, trucks, vans)	07000, 07048, 07051, 07092	VEHICLES
Vending Machine, non-refrigerated	16592	VENDING NONREFR
Vending Machine, refrigerated	74085	VENDING REFRIG
Waterproofing	96894	WATERPROOFING
Welding	91485	WELDING
Wheelchair Lift	55790	WHEELCHR LIFT
Workers Comp Claims / Service	95392	WK COMP

OTHER: (NIGP Code(s) if known) _____
