COMMONWEALTH OF VIRGINIA

###### COUNTY OF HENRICO



**RFP # 14-9664-10CS**

CECELIA H. STOWE, CPPO, C.P.M.

PURCHASING DIRECTOR

DEPARTMENT OF FINANCE

**October 3, 2014**

**REQUEST FOR PROPOSAL**

**ANNUAL CONTRACT FOR REAL ESTATE BROKERAGE SERVICES**

 **FOR VARIOUS PROJECTS**

**FOR THE COUNTY OF HENRICO, VIRGINIA, HENRICO COUNTY PUBLIC SCHOOLS, AND**

**THE ECONOMIC DEVELOPMENT AUTHORITY OF HENRICO COUNTY, VIRGINIA**

Your firm is invited to submit a proposal to provide real estate brokerage, transaction management and strategic real estate planning services for the County of Henrico, Henrico County Public Schools, and the Economic Development Authority of Henrico County, Virginia in accordance with the enclosed specifications. The submittal, consisting of the original proposal and **five (5)** additional copies marked, **"Annual Contract for Real Estate Brokerage Services for Various Projects."** will be received no later than **3:00 p.m. October 24, 2014** **by:**

IN PERSON OR SPECIAL COURIER U.S. POSTAL SERVICE

County of Henrico County of Henrico

Department of Finance Department of Finance

Purchasing Division OR Purchasing Division

1590 E. Parham Road P O Box 90775

Henrico, Virginia 23228 Henrico, Virginia 23273-0775

**This RFP and any addenda are available on the County of Henrico Purchasing website at:** [www.henrico.us](http://www.henrico.us)/purchasing/. To download the RFP, click the link and save the document to your hard drive. To receive an email copy of this document, please send an email to sto05@henrico.us. Time is of the essence and any proposal received after **3:00 p.m., October 24, 2014** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Division, Department of Finance. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Division personnel by the deadline indicated.

**A pre-proposal conference will be held on October 14, 2014 at 10:00 a.m. in the Purchasing Division, North Run Office Complex, 1590 East Parham Road, Henrico, VA. Offerors are strongly encouraged to attend the pre-proposal conference. ONLY two (2) representatives per team will be allowed to be present for the meeting. A teleconference number has been established for suppliers who are unable to travel to the County of Henrico. To join the meeting, call 804-501-7555 and enter meeting ID #7002 and password #1031. It is limited to one caller from each supplier. PLEASE BRING A COPY OF THE REQUEST FOR PROPOSAL WITH YOU TO DISCUSS THE REQUIREMENTS.**

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

The awarding authority for this contract is the Purchasing Director, County of Henrico. The contract will be signed by the Purchasing Director on behalf of the Henrico County General Government and the Henrico County Public Schools. The contract will be signed by the Executive Director on behalf of the Economic Development Authority of the County of Henrico, Virginia.

Technical questions concerning this Request for Proposal should be submitted to Cecelia Stowe at sto05@henrico.us no later than October 16, 2014.

Very truly yours,

Cecelia H. Stowe, CPPO, C.P.M.

Purchasing Director

Sto05@henrico.us

804-501-5685

1590 E. PARHAM ROAD/P O BOX 90775/HENRICO VA 23273-0775

(804) 501-5660 FAX (804) 501-5693

 **REQUEST FOR PROPOSAL**

**ANNUAL CONTRACT FOR REAL ESTATE BROKERAGE SERVICES**

 **FOR VARIOUS PROJECTS**

**FOR THE COUNTY OF HENRICO, VIRGINIA, HENRICO COUNTY PUBLIC SCHOOLS, AND**

**THE ECONOMIC DEVELOPMENT AUTHORITY OF HENRICO COUNTY, VIRGINIA**

**I. INTRODUCTION:**

The intent and purpose of this Request for Proposal (RFP), and the resulting annual contract, is to obtain the services of a qualified licensed real estate brokerage firm to provide brokerage and transactional advisory services relating to real property which may include leasing, brokerage, transaction management, appraisal services, auction services, strategic planning, research, sale or acquisition of real property and interests therein, relocation assistance services, and other strategic planning activities in accordance with the Scope of Services section of this solicitation, herein referred to as “Services.” The Successful Offeror(s) shall perform the Services only as needed and requested by the County.

**II.** **BACKGROUND:**

Under Va. Code 2.2-4304(A), this procurement is being conducted by the County of Henrico, Virginia on behalf of the Board of Supervisors of Henrico County, the Henrico County School Board and the Economic Development Authority of Henrico County, Virginia, each of which will be a party to the resulting contract with the Successful Offeror.

The County of Henrico, Virginia General Government (the “County”), the Henrico County School Board, (“HCSB”), and the Economic Development Authority of Henrico County, Virginia (“EDA”) (collectively, or in the disjunctive as the context requires, the County, HCSB and EDA are referred to herein as “Henrico”) have acquired through the County’s department of Real Property many parcels of real property and interests in real property and have also entered into many leases of buildings and facilities throughout the County and in other Virginia localities in order to meet the needs of Henrico. Henrico is in the process of reviewing its needs for leases, fee ownership of real property, and other interests in real property. In order to assist Henrico in overseeing this review and to acquire and dispose of Henrico interests in real property and to identify and to satisfy Henrico’s lease requirements, the services of real estate brokerage firms may be needed from time to time.

One contract will be awarded to the Successful Offeror, with signature blocks for the Successful Offeror, the County, HCSB, and the EDA.

**III. SCOPE OF SERVICES:**

A.Mandatory Requirements for Brokers

The Services shall be provided by real estate brokerage firms whose real estate brokers are:

 1. Licensed in the Commonwealth of Virginia as a real estate broker.

2. Experienced with at least ten years of extensive experience with complex commercial and governmental real estate sales and acquisitions and commercial and governmental leasing.

 3. Experienced with and knowledgeable of the Henrico County Real Estate Market and the surrounding real estate markets.

4. Experienced with and knowledgeable of industrial, commercial, agricultural, and residential real estate sales and leasing.

 B. Preferred Designations for Brokers

Henrico prefers that the Services be provided by real estate brokerage firms whose real estate brokers are:

1. Designated as Certified Commercial Investment Members (CCIM).

1. Designated as members of the Society of Industrial and Office Realtors (SIOR).

 C. General Requirements:

The Successful Offeror(s) shall furnish all materials, labor, supervision, travel and incidentals necessary to perform the Services, and when requested by the Henrico, shall:

1. Perform market analysis, including determining the estimated fair market value of potential acquisitions and sales, and determining fair market rental packages (including base rent, operating expenses, tenant improvement allowances, annual escalations and all other costs) of potential commercial leases.

2. Research and analyze inventories of vacant/available spaces and recent leasing activity in and outside the geographic boundaries of the County and in the relevant submarket.

3. Undertake strategic planning regarding real estate acquisitions, sales, and leases to meet the needs of Henrico.

4. Provide site location assistance for Henrico.

5. Provide advice and guidance where Henrico is either landlord or tenant concerning commercial lease services including, *inter alia*, lease renewals, extensions, negotiations, and rent negotiations.

6. Negotiate, together with Henrico representatives, acquisitions (exchange), sales or leases (either as landlord or tenant), of a variety of real estate interests in a manner consistent with the strategy approved by Henrico.

7. Provide auction services including ads and other clerical support required for the sale or lease of real property or interests therein.

8. Develop a marketing plan for the sale of real property, or interests therein, for properties that the County identifies. The marketing plan must be greater-than-industry-standard. The Successful Offeror must submit the marketing plan to Henrico for approval before the plan is implemented.

9. Develop, maintain, and update sales brochures, a website, and other written material to market Henrico’s real property, or interests therein, offered for sale or acquisition (exchange).

10. Develop ads and other written advertising materials for the sale of Henrico real property or interests therein for use in applicable industry literature.

11. Develop a list of potential purchasers for Henrico-owned real property or interests therein.

12. Characterize and strategically market real estate and interests in real estate in both public and private settings in a manner consistent with the highest industry standards to attract qualified purchasers.

13. Develop, along with Henrico, a hypothetical business plan based on parcels available for sale, taking into consideration the likely highest and best use for designated parcels of real property from the perspective of a qualified third party purchaser.

14. Perform a market analysis for each designated parcel marketed and developed under a hypothetical site plan. The market analysis will not be a formal appraisal, but rather, an indication of fair market value of the parcel.

15. Develop a financial analysis for each designated parcel, outlining the potential economic impact to Henrico if such parcel were to be successfully developed by a third party.

16. Maintain and update website data and all marketing material as necessary in order to maximize the information available to potential buyers and agents.

17. Assist in deal structure and finance objectives.

18. Monitor development progress to insure timely performance of the services requested.

19. Provide other real estate brokerage services as requested by the County, to include by way of illustration and not limitation, Relocation Assistance as required by Title 25.1, Chapter 4 of the Code of Virginia, 1950, as amended.

C. The parties anticipate that Henrico will request the Successful Offeror to perform multiple, independent projects under this Agreement.  For each project, prior to the Successful Offeror’s performance of the requested services, Henrico and the Successful Offeror shall agree on the specific task(s) to be performed, and agree on a fixed price for the project.  For each project, the basis for the fixed price shall be the applicable fixed rates set out in the negotiated compensation schedule.

D. The County’s Director of Real Property will task and oversee each individual project assigned to the Successful Offeror. Each individual project under the contract will be assigned by a Purchase Order that is executed by the County’s purchasing agent.

E. Offerors shall propose a compensation schedule based on the following and may also provide alterative and innovative methods for compensation as part of the proposals.

|  |  |
| --- | --- |
| **DESCRIPTION OF TRANSACTION OR SERVICES PROVIDED** | **BASIS OF TOTAL ANTICIPATED COMPENSATION PAID TO THE SUCCESSFUL OFFEROR(S)** |
| Henrico completes the purchase of a real estate interest | Percentage fee, previously agreed between the County and the relevant Successful Offeror – paid by the seller |
| Henrico completes a lease as a tenant | Percentage fee, previously agreed between the County and the relevant Successful Offeror – paid by the landlord |
| Henrico completes the sale of a real estate interest | Percentage fee, hourly fee, flat fee, or a combination of fee types agreed between the County and the relevant Successful Offeror – paid by the County |
| Henrico completes a lease as the landlord | Percentage fee, hourly fee, flat fee, or a combination of fee types agreed between the County and the relevant Successful Offeror – paid by the County |
| The Successful Offeror completes other brokerage services (*e.g.*, individual market analysis/research) | Percentage fee, hourly fee, flat fee, or a combination of fee types agreed between the County and the relevant Successful Offeror – paid by the County |
| Henrico’s purchase or sale of a real estate interest(s) is not completed | A capped hourly or flat fee, previously agreed between Henrico and the relevant Successful Offeror for services rendered (i.e. no percentage/commission or compensation) on a not to exceed basis |
| Henrico’s lease, as landlord or tenant, is not completed | A capped hourly or flat fee, previously agreed between Henrico and the relevant Successful Offeror |
| The Successful Offeror fails to complete other brokerage services (*e.g.*, individual market analysis/research) | A capped hourly or flat fee, previously agreed between Henrico and the relevant Successful Offeror for services rendered (i.e. no percentage/commission or compensation) on a not to exceed basis |

F. Offerors shall identity the qualifications of the individual real estate broker(s) who will be working with Henrico and provide as a part of the real estate brokerage’s firm response to the RFP.

**IV. COUNTY RESPONSIBILITIES:**

Henrico will designate to the Successful Offeror (an) individual(s) to act as Henrico’s representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County’s policies and decisions with respect to the contract.

**V. ANTICIPATED SCHEDULE:**

The following represents a tentative outline of the process currently anticipated by the County:

* Request for Proposals distributed October 3, 2014
* Advertised in newspaper October 5, 2014
* Pre-proposal conference 10:00 a.m., October 14, 2014
* Receive written proposals 3:00 p.m., October 24, 2014
* Oral presentations & negotiations November 2014
* Contract/installation begins November/December 2014

**VI. GENERAL CONTRACT TERMS AND CONDITIONS:**

 **A. Annual Appropriations**

It is understood and agreed that the contract(s) resulting from this procurement (“Contract”) shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror (“Successful Offeror” or “contractor”) shall not be entitled to seek redress from Henrico should the County of Henrico, Board of Supervisors fail to make annual appropriations for the Contract.

 **B. Award of the Contract**

1. The County reserves the right to reject any or all proposals and to waive any informalities.

2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.

1. The Contract resulting from this RFP is not assignable.

4. Notice of award or intent to award is posted on the Purchasing Office website: [http://www.henrico.us/purchasing/](http://www.co.henrico.va.us/purchasing/)

 **C. Collusion**

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

**D. Compensation**

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

**E. Controlling Law and Venue**

The Contract will be made and entered into, in the geographic boundaries of Henrico County or where the real property or the interests in real property are located, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

**F. Default**

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), Henrico may consider the Successful Offeror to be in default. In the event of default, Henrico will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of Henrico’s notice of default.

2. If the Successful Offeror fails to cure said default within 20 days, Henrico, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for payment of any amount in excess of the Contract price incurred by Henrico in completing the work to a capability equal to that specified in the Contract.

**G. Discussion of Exceptions to the RFP**

This RFP, including but not limited to its venue, termination, and payment schedule provisions, shall be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein. **Therefore, Offerors shall explicitly identify any exception to any provisions of the RFP in a separate “Exceptions to RFP” section of the proposal so that such exceptions may be resolved before execution of the Contract.** In case of any conflict between the RFP and any other Contract documents, the RFP shall control unless the Contract documents explicitly provide otherwise.

**H. Drug-Free Workplace to be Maintained by the Contractor** (Va. Code § 2.2-4312)

1. 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 provisions will be binding upon each subcontractor or vendor.

2. For the purposes of this section, *“drug-free workplace”* means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, 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.

**I. Employment Discrimination by Contractor Prohibited**

1. During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2-4311):

(a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

1. 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 subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

**J. Employment of Unauthorized Aliens Prohibited**

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contactor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986."

**K. Indemnification**

The Successful Offeror agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico Public County Schools), the County’s officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County’s sole negligence.

**L. Insurance Requirements**

The Successful Offeror shall maintain insurance to protect itself and Henrico and Henrico’s elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment A)**

**M.** **No Discrimination against Faith-Based Organizations**

Henrico does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

**N. Offeror's Performance**

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.

2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

3. The Successful Offeror shall cooperate with Henrico officials in performing the Contract work so that interference with normal operations will be held to a minimum.

4. The Successful Offeror shall be an independent contractor and shall not be an employee of Henrico.

**O. Ownership of Deliverable and Related Products**

1. Henrico shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to Henrico.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.

3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of Henrico.

 **P. Record Retention and Audits**

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of three years from the completion of the Contract, all records pertaining to the Successful Offeror’s proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror’s copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to Henrico on demand and without advance notice during the Successful Offeror’s normal working hours.

2. County personnel may perform in-progress and post-audits of the Successful Offeror’s records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

**Q. Severability**

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

**R. Small, Women-Owned and Minority-Owned (SWAM) Businesses**

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

**S. Subcontracts**

1. No portion of the work shall be subcontracted without prior written consent of the County.  In the event that the Successful Offeror desires to subcontract some part of the work specified in the Contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors.  The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

2.  The County encourages the contractor to utilize small, women-owned, and minority-owned business enterprises.  For assistance in finding subcontractors, contact the Supplier Relations Manager (804-501-5689) or the Virginia Department of Small Business & Supplier Diversity (SBSD)  [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov).

**T. Taxes**

1. The Successful Offeror shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between Henrico and the Successful Offeror, as the taxes shall be solely an obligation of the Successful Offeror and not of Henrico, and Henrico shall be held harmless for same by the Successful Offeror.

2. Henrico is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

**U. Termination of Contract**

1. Henrico reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by Henrico.

3. Notwithstanding anything to the contrary contained in the Contract between Henrico and the Successful Offeror, Henrico may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days’ written notice to the Successful Offeror.

1. If Henrico terminates the Contract, the Successful Offeror will be paid by Henrico for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

**V.** **County License Requirement**

If a business is located in the geographic boundaries of Henrico County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the geographic boundaries of Henrico County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

**W. Environmental Management**

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations.  The Successful Offeror is required to abide by the County’s Environmental Policy Statement:

[http://www.henrico.us/pdfs/hr/risk/env\_policy.pdf](http://www.co.henrico.va.us/pdfs/hr/risk/env_policy.pdf) which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation.  The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

**X. Safety**

1. The Successful Offeror shall comply with and ensure that the Successful Offeror’s personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.

2. The Successful Offeror shall have, at each location at which the Successful Offeror provides goods and/or services, a licensed real estate broker who is competent, qualified, or authorized on the work site, and who is familiar with policies, regulations and standards applicable to the work being performed. The licensed real estate broker must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and must be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror’s personnel from the work site.

3. In the event Henrico determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by Henrico to discontinue such practice.

**Y. Authorization to Transact Business in the Commonwealth**

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. (Attachment D) Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.

3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Purchasing Director, his designee, or the County Manager.

4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.

5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

**Z. Payment Clauses Required by Va. Code § 2.2-4354**

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by Henrico for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from Henrico attributable to the work performed by the subcontractor under that contract; or (b) notify Henrico and subcontractor, in writing, of the Successful Offeror’s intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Pursuant to Virginia Code § 2.2-4354, Successful Offerors that are proprietorships, partnerships, or corporations shall provide their federal employer identification numbers to Henrico. Pursuant to Virginia Code § 2.2-4354, Successful Offerors who are individual contractors shall provide their social security numbers to Henrico.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from Henrico for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of Henrico. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

**AA. CONTRACT PERIOD:**

1. The contract period shall be from date of award through a one year period. Contract prices shall remain firm for the contract period. The price for each subsequent contract year will be negotiated and shall remain firm for the renewal year.

2. The contract may be renewed for 4 additional one-year periods upon written, mutual agreement between Henrico and the Successful Offeror.

3. The contract shall not exceed a maximum of five (5) years.

**VII. PROPOSAL SUBMISSION REQUIREMENTS**:

1. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
2. All erasures, interpolations, and other changes in the proposal shallbe signed or initialed by the Offeror.
3. The Proposal Signature Sheet **(*Attachment B***) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
4. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
	1. The time proposals are received shall be determined by the time clock stamp in the Purchasing Division office. Offerors are responsible for insuring that their proposals are stamped by Purchasing Division personnel by the deadline indicated.
	2. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understand the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
	3. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
	4. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment C)**
	5. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Division office in writing of its intentions.
5. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
6. Modified and withdrawn proposals may be resubmitted to the Purchasing Division office up to the time and date set for the receipt of proposals.
7. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
8. The County welcomes comments regarding how the proposal documents, scope of services, or drawings may be improved.  Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings shall submit technical questions concerning the Request for Proposal no later than October 24, 2014 in writing.  Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative.  **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
9. Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
10. All proposals received in the Purchasing Division office on time shall be accepted. All late proposals received by the Purchasing Division office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

**VIII. PROPOSAL RESPONSE FORMAT**:

1. Offerors shall submit a written proposal that present the Offeror’s qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.
2. The Offeror should include in their proposal the following:

1. Table of Contents – All pages are to be numbered

2. Introduction

 Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal

 Proposal Signature Sheet – **Attachment B**

 Proprietary/Confidential Information – **Attachment C**

 Virginia State Corporation Commission Id # Requirement – **Attachment D**

3. Executive Summary – to include at a minimum the following:

Response to Scope of Services –The Offeror should address each section of the Scope of Services with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled “Exceptions”.

* Description of the firm’s most recent experience on three (3) similar type projects. Describe the highlights of each project including size of project (service area, number of customers, population, planning period and types of deliverables) and similarities of the project relative to the Henrico project. Include a description of the project budget and schedule and indicate the success of the firm in meeting both budget and schedule.
* Previous experience of staff to be assigned to Henrico, including resumes of those individuals assigned to the contract. Identify those parts of the work that will be subcontracted and include pertinent resumes.
* Outline the firm’s approach to Henrico projects including scope of services to be performed.
* Ability of the firm and staff to meet the requirements and schedule.
* Evidence of appropriate license or certification necessary to perform the services in the Commonwealth of Virginia.

Company Profile – Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time.

Evidence of financial stability

References – provide a minimum of three (3) references, who could attest to the Offeror’s past performance to provide services similar to those required for the contract. The list should include contact persons and telephone numbers. Offerors may not use Henrico County as one of their references.

**Sub-consultants** - Information on any sub-consultants that is necessary to provide the services required. Provide name, experience, address, telephone number and qualifications**. (If Applicable)**

4. Offerors shall provide pricing as identified in Section III.E which includes alterative and innovative methods for compensation as part of their proposal submittal.

5. Appendices – are optional for Offerors who wish to submit additional material that will clarify their response.

**IX. PROPOSAL EVALUATION/SELECTION PROCESS**:

* 1. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that Henrico may properly evaluate your capabilities to provide the required goods/services.

* 1. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

|  |  |
| --- | --- |
| EVALUATION CRITERIA | WEIGHT |
| Functional Requirements* Extent to which the proposed solutions satisfies the RFP functional requirements
* Reporting capabilities
* Clearly demonstrated understanding of the work to be performed
 | 30 |
| Implementation Services* Project Approach
* Project Management
* Project Team
* Current Workload and ability to complete required work within County schedule
* Location where services will be performed
 | 15 |
| Experience and Qualifications* Special experience, technical capabilities, professional competence, and qualification of proposed personal assigned to provide the services in accordance with the Scope of Services
* Financial Stability of Firm
* References
* Resumes of proposed staff to include any professional certifications
* Organizational chart
 | 25 |
| Price | 25 |
| Quality of proposal submission/oral presentations | 5 |
| TOTAL | 100 |

1. Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, Henrico shall select the Offeror, which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should Henrico determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror’s proposal as negotiated.

##### ATTACHMENT A

**INSURANCE SPECIFICATIONS**

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of Henrico, Virginia, the Henrico County School Board, and the Economic Development Authority of Henrico County, Virginia named as additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than “A-“ with a financial rating of at least VII by A.M. Bests or a rating acceptable to the County’s Risk Manager. In addition, the insurer shall agree to give the County 30 days’ notice of its decision to cancel coverage.

**Workers’ Compensation**

Statutory Virginia Limits

Employers’ Liability Insurance $100,000 for each Accident by employee

 $100,000 for each Disease by employee

 $500,000 policy limit by Disease

**Commercial General Liability - Combined Single Limit**

$1,000,000 each occurrence including contractual liability for specified agreement

$2,000,000 General Aggregate (other than Products/Completed Operations)

$2,000,000 General Liability-Products/Completed Operations

$1,000,000 Personal and Advertising injury

$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

**Business Automobile Liability** – including owned, non-owned and hired car coverage

Combined Single Limit - $1,000,000 each accident

**Real Estate Agents Errors and Omissions**

$1,000,000 each occurrence and in the aggregate.

NOTE 1: The commercial general liability insurance shall include contractual liability.  The contract documents include an indemnification provision(s).  The County makes no representation or warranty as to how the Vendor’s insurance coverage responds or does not respond.  Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor’s responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total $3,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers’ compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**Attachment B**

**SUBMIT THIS FORM WITH PROPOSAL**

**PROPOSAL SIGNATURE SHEET**

**Page 1 of 2**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”).

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

|  |
| --- |
| LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME): |
|  |
| ADDRESS: |
|  |
|  |
|  |
| SIGNATURE: |
| NAME OF PERSON SIGNING (print): |
| TITLE: |
| TELEPHONE: |
| FAX: |
| E-MAIL ADDRESS: |
| DATE: |

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX OR BOXES BELOW.**

**Please refer to definitions on Page 2 prior to completing. Check all that apply.**

[ ]  **MINORITY-OWNED BUSINESS** [ ]  **SMALL BUSINESS** [ ]  **WOMEN-OWNED BUSINESS**

[ ]  **NONE OF THE ABOVE**

**If certified by the Virginia Minority Business Enterprise (DMBE), provide DMBE certification number and expiration date. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE**

**Supplier registration –** The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? [ ]  **YES [ ]  NO**

**Attachment B**

**page 2 of 2**

**definitions**

For the purpose of determining the appropriate business category, the following definitions apply:

“***Minority-owned business***” means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens and both the management and daily business operations are controlled by one or more minority individuals.

As used in the definition of “*minority-owned business,*” “*minority individual*” means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

 1. “*African American*” means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

 2. “*Asian American*” means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

 3. “*Hispanic American”* means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

 4. “*Native American*” means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

*“****Small business****”* means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

*“****Women-owned business****”* means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**ATTACHMENT C**

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF FIRM/OFFEROR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342.F 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 including the section of the proposal in which it is contained and the page numbers, 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.  In addition, a summary of proprietary information submitted shall be submitted on this form.  The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.  If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

|  |  |  |
| --- | --- | --- |
| SECTION/TITLE | PAGE NUMBER(S) | REASON(S) FOR WITHHOLDING FROM DISCLOSURE |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**ATTACHMENT D**

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**

**REGISTRATION INFORMATION**

**The Bidder or Offeror:**

□ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **-OR-**

□ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

□ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offer or’s out-of-state location) **-OR-**

□ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder’s/Offeror’s current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1‑757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: □