COMMONWEALTH OF VIRGINIA

###### COUNTY OF HENRICO



**RFP #15-9763-3CS**

DEPARTMENT OF FINANCE

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

PURCHASING DIRECTOR

April 10, 2015

**REQUEST FOR PROPOSAL**

**SOFTWARE AND SUPPORT FOR ACADEMIC CREDIT RECOVERY**

**HENRICO COUNTY PUBLIC SCHOOLS**

**COUNTY OF HENRICO, VIRGINIA**

Your firm is invited to submit a proposal to provide high quality Software and Support for Academic Credit Recovery in accordance with the enclosed specifications. The submittal, consisting of the original proposal and **five (5)** additional copies marked, **“Software and Support for Academic Credit Recovery "**, will be received no later than **2:00 p.m., May 8, 2015 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** [**http://henrico.us/purchasing/**](http://henrico.us/purchasing/)To download the (IFB or RFP), click the link and save the

document to your hard drive. To receive an email copy of this document, please send a request to: **sto05@henrico.us**

Time is of the essence and any proposal received after **2:00 p.m., May 8, 2015** 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.

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.

**Technical questions concerning this Request for Proposal should be submitted to** **sto05@henrico.us** **no later than April 22, 2015.**

Very truly yours,

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

Purchasing Director

Sto05@henrico.us

804-501-5685

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NON PROFESSIONAL

REVISED JUNE 2014

**REQUEST FOR PROPOSAL**

**SOFTWARE AND SUPPORT FOR ACADEMIC CREDIT RECOVERY**

**HENRICO COUNTY PUBLIC SCHOOLS**

**COUNTY OF HENRICO, VIRGINIA**

**I. Purpose:**

It is the intent and purpose of this Request for Proposal (RFP) and the resulting contract to obtain the services of a qualified Offeror for software and support for academic recovery integrated digital curriculum that is specifically aligned with Virginia Standards of Learning (SOLs). Henrico County Public Schools (hereafter referred to as HCPS) is looking for a comprehensive, integrated, full-featured program designed using a web-based architecture. This is intended to be used at all of our comprehensive high schools, alternative settings, select middle schools and for students at home for remediation, enrichment, credit recovery, credit rescue, credit accrual, test preparation and blended learning. Also required will be training for teachers and staff in its use and effective facilitation, and access to continuous technical support provided by Successful Offeror through webinars, teleconferences, and face-to-face presentations.  HCPS is looking for the price to be based on a per site licenses.

**II. Background:**

1. HCPS consists of 73 schools; 46 elementary schools (grades K-5), 12 middle schools (grades 6-8), 9 high schools (grades 9-12), 2 technical centers, 3 program centers and one preschool. With a current enrollment of over 50,000 HCPS is known for educational excellence.
2. In 2001, HCPS embarked on a Teaching and Learning Initiative in which all students and teachers in grades 9-12 received a laptop for use at school and home. Also at this time, HCPS began supplementing the printed textbook curriculum with digital curriculum developed by teachers and specialists within the district. Since that time, the program has expanded to provide laptops and digital curriculum to students and teachers in grades 6-8. The elementary schools continue to have 5 laptops per classroom (grades 3-5) and ipads (grades K-2) for instructional use.
3. In 2013, HCPS contained three high schools that received gold, silver or bronze medals in the *U.S. News & World Report* **2013 Best High School Study** Best High Schools rankings. *Newsweek* named six Henrico County high Schools to it **2013 America’s Best High Schools** list – more honors than all other school divisions in the Greater Richmond area.
4. **Current Teaching and Learning Environment:**
5. In 2010, the Department of Secondary Education developed a plan to provide HCPS with opportunities for academic credit recovery, credit rescue, credit accumulation, remediation, test preparation, and intervention. Due to the push to increase on-time graduation rates in Virginia school districts, the Virginia Department of Education (VDOE) supported dropout prevention programs for grades 6 through 12.

At this time, a primary emphasis was placed on the promotion of credit recovery initiatives for over age middle and high school students statewide. During this time, our primary focus had been using the credit recovery courses in our high schools to increase on-time graduation rates. The program currently serves over 1,000 HCPS students a year. Currently, we have 8 licensed teachers at 9 of our comprehensive high schools serving as facilitators for on-line learning. We have 8 licensed teachers at 3 of our program centers. One of our program centers uses the on-line program as the primary instruction for their students.

1. Since 2010 our on-line program has continued to grow and support more of our students. Using this digital curriculum we have been able to support students in areas such as world languages, CTE courses, test preparation, academic interventions and credit accrual courses. Henrico County Public Schools 2015 Strategic Plan states that the traditional classroom will become an option for learning, not the required learning environment for all students. Students will have the flexibility to complete coursework in a manner most conducive to their learning needs. Henrico will continue to be an educational leader and innovator in the use of technology as a tool for teaching and learning.

**III. SCOPE OF SERVICES:**

**A. General Information:**

1. The Successful Offeror shall provide all labor, materials, equipment, supervision, and project management necessary to implement web-based digital curriculum solution for grades 6-12 to be used throughout the 12 month contract period.
2. The proposed digital curriculum shall align with the Virginia Standards of Learning (SOL’s).
3. All Offerors should demonstrate that each course in the digital curriculum conforms to the requirements of Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 1998.
4. The digital curriculum courses shall serve exceptional education students under the Individuals with Disabilities Education Improvement Act (IDEIA) regulations.
	1. The digital curriculum courses should allow compatibility with support programs for students requiring accommodations such as text to speech, highlighting, read aloud, translation, closed captioning, etc.
	2. All courses in the digital curriculum shall be designed to address a variety of learning styles and preferences. Instructional differentiation shall be built in, either by automated elements of the course or by instructor option.
	3. Each course in the digital curriculum shall utilize media-rich content and learning objectives including but not limited to video, audio, animations, and simulations.
	4. Courses shall contain elements in which the students will participate in active interaction with the course content as opposed to passive reception of content.
	5. The digital curriculum courses shall feature modern pedagogical strategies that include higher order thinking skills, real world application and collaborative practice.
	6. Student assessments in all courses should be consistent with the course objectives and should include appropriate performance tasks that go beyond repeated objective assessment items.

**B. Functional Requirements**

1. Courses shall include a full digital curriculum solution for grades 6 through 12 of core content areas in addition to elective offerings.
2. Middle School core content courses shall include:
	* + 1. \*Math 6,7,8
			2. \*English 6,7,8
			3. Science 6
			4. Physical Science
			5. Life Science
			6. U.S. History to 1877
			7. U.S. History from 1877 to Present
			8. Civics and Economics

\*Math and English courses shall be sequential.

1. High School core content courses shall include:
	* + 1. Pre-Algebra
			2. Algebra I
			3. Geometry
			4. Algebra II
			5. Algebra Functions and Data Analysis
			6. Earth Science
			7. Biology
			8. Biology II
			9. Chemistry
			10. Physics
			11. English 9,10,11, and 12
			12. World History I
			13. World History II
			14. U.S. and Virginia History
			15. U.S. Government

c. Elective Courses at a minimum shall include:

* + - 1. World Languages
			2. Health
			3. Career Exploration
			4. Business and Technology
1. The proposed digital curriculum shall include test preparation courses aligned with the Virginia Standards of Learning (SOL’s) in: English, Math, Science and Social Studies.
2. The digital curriculum shall include remediation opportunities which include supplemental activities, such as access to online content to reinforce applicable learning objectives.
3. Courses shall be designed such that the full content of the course is resident within the course electronically, with no required texts or software. Supplemental materials should be in an online electronic format requiring no additional licensing or media distribution by the school division.
4. The digital curriculum shall include the capability for designated facilitators and system administrator to be able to provide any student a diagnostic assessment(s) that will generate a learning path of course content based on the results of the assessment (prescriptive).
5. Offeror(s) shall provide a solution where the digital curriculum be created with an Internet consumer in mind rather than a traditional textbook consumer.  As such, the content must be rich in multimedia, interactive in nature and sufficiently compelling to lead the student in a self-directed manner.
6. The digital curriculum shall be primarily delivered via the Internet over wireless LANs and/or modem to the client’s browser.
7. The digital curriculum shall be available for teachers and students to access 24 hours a day, 7 days a week with pre-communicated down times.
8. The digital curriculum shall be vertically aligned allowing teachers to show curricular relationships across grades in order to adapt instruction for differentiation.
9. The digital curriculum shall support current research on effective teaching methods to improve student learning.
10. The digital curriculum shall include material that will be downloadable and customizable to meet the individualized needs of students.
11. The digital curriculum shall provide a variety of built-in assessments with feedback and scoring. These quizzes, tests, and exams should include formative and summative assessments and include randomly generated questions to ensure integrity of the assessments for students who may retake due to non-mastery.
12. The digital curriculum shall give HCPS the ability to control passing thresholds (scores) and re-take opportunities on assessments.
13. The digital curriculum shall give the teacher the ability to review options based on student weaknesses before summative assessments. As well as the ability for the teacher to monitor and lock certain provisions of the instructional program, thus allowing student completion solely under the direct supervision of the teacher.
14. The digital curriculum shall include a feature that enables teachers to upload self-authored lessons, projects, digital content, or external resources into a digital course and manage the design of the course including this uploaded content.
15. The digital curriculum shall include functionality that allows teachers to create their own assessment items to be included in the course assessments.
16. The digital curriculum shall include program embedded student note-taking capabilities, which will allow teachers to monitor and check notes.
17. The digital curriculum should have the following reporting features:
18. The ability to view student progress toward on-time completion of the course and student’s grade status.
19. The ability of district-level personnel to review district wide progress and site-based progress in a single comprehensive report.
20. The ability for teacher to modify the grade calculation for a final grade to include averaging of various completed activities.
21. The ability to include outside supplemental activity grades from the teacher into the final grade calculation.

**C. Technical Requirements**

1. Technical Specifications:

The digital curriculum proposed must be compatible with the existing equipment/hardware and software specifications as shown in the section.

* 1. HCPS supports a wireless infrastructure with each school having at least a100 mbp connection to the datacenter and a 4GB connection from the datacenter out to the Internet shared by all HCPS users.
	2. Offeror(s) responding to this RFP must be able to meet the requirements of utilizing wireless access points (802.11n or 802.11ac) shared by up to 60 students going out to the Internet. If a media appliance (or hosted on a server with storage) is required, pricing must be included in the response to the RFP.
1. Computer Specifications:

The Successful Offeror shall provide the minimum specifications for any end-user or district hardware required to provide the solution.

1. Software
2. Windows OS: 64-bit Windows 7, SP1
3. Internet Explorer version 11
4. Google Chrome version 41.xxx
5. Java version 1.7.0\_55 (current year); 1.8.0\_x (school year 2015-2016)
6. Silverlight 5.1.30214.0
7. Adobe Reader version 11.0.10
8. Adobe Flash plugin version 16.0.0.305
9. Adobe Shockwave plugin version 12.1.3r153
10. Hardware (Latitude 6430s) current school year 2014-2015:
11. 2.50 GHz Processor
12. 4GB PC2100 DDR SDRAM
13. 120GB Hard Drive
14. 32Mb Video Card
15. Wireless - built-in; dual band wireless-AC 7260
16. Built-in Antenna
17. 10/100 BASE - T Ethernet (RJ-45 Connector)
18. Built in microphone and speakers

3. The digital curriculum proposed will be deployed on servers and equipment hosted by Offeror.

4. The digital curriculum proposed will be web-based that only requires standard browser plug-ins. Proprietary plug-ins will not be accepted.

5. The digital curriculum proposed will provide a means to identify the individual or client using the application, authenticate the individual and determine the permissions and rights granted to that individual.

6. HCPS will have the ability to submit requests for alteration of the digital curriculum content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by HCPS) via email or web-based forms embedded in the digital content.

7. The digital curriculum will be accessible using Internet Explorer and/or Google Chrome.

8. The digital curriculum proposed will provide methods for user account administration that are easy to use and maintain. The digital curriculum solution for account administration must accommodate at a minimum 25,000 students and 5,000 staff with a week-to-week delta of 10%. The proposed digital curriculum solution’s requirements for maintenance of accounts must be described in detail.

9. The digital curriculum proposed must require no intervention of account creation or maintenance by HCPS staff.

10. Any requirements for student, staff, course, roster or school information must be supported through a common specification.  The exchange of data must be through a common protocol and not require the installation of vendor specific software in the HCPS internal infrastructure.  HCPS supports the following means of exchanging student information in order of preference:

1. SIF - Student Information framework
2. Exchange of information through Clever - a third party vendor for exchanging common data for school systems
3. APIs to the HCPS SIS (PowerSchool)
4. LDAP - For authentication and authorization
5. file exchange to a vendor supported sftp server
	1. The digital curriculum proposed must support a single sign-on solution that does not require staff and/or students to have a separate account or password for accessing the vendor’s application.
	2. The digital curriculum shall have the functionality to follow students over multiple semesters, courses, and academic years with the ability to maintain information throughout the K-12 experience.

13. The digital curriculum proposed will comply with the web accessibility initiative standards endorsed by the W3C (or World Wide Web standards consortium).

* + 1. **Network Overview**

1. HCPS network:

1. Comprised of 70+ facilities connected back to the datacenter via Verizon TLS services and Comcast Business ENS Services providing access to a switched LAN infrastructure for approximately 50,000 computing devices across the district.
2. School LANs are both wired and wireless and provide 100/1,000 Mbps connections to the device.
3. Servers/services are provided in a hybrid deployment centralized out of the datacenter as well as dispersed locally to schools.

2. Active Directory:

1. HCPS utilizes Windows Active Directory Services in mixed mode.
2. All servers are virtualized using VMware. Domain controllers are deployed in a decentralized topology.
3. Each school has a local domain controller that is part of the larger replicated centralized infrastructure.
4. The local DC provides Active Directory, DHCP and DNS services.

3. Content Filter:

1. HCPS partners with Lightspeed for content filtering of all clients within the firewall.
2. Student and cart machines have Lightspeed’s mobile filter client to provide filtering when outside the firewall.

4. Endpoint Protection:

1. HCPS utilizes Microsoft Endpoint protection.
2. Updates and reporting of client health is managed by System Center Configuration Manager 2012 (SCCM2012).

5. Client and Server Updates:

1. Will be managed by SCCM2012 during School Year 2015-2016.
2. Schedule of updates and patches to be determined.

6. WAN Infrastructure (current school year 2014-2015):

a. HCPS WAN consists of several types of connectivity ranging from leased connectivity from two commercial providers to owned fiber.

b. All secondary schools are connected via leased fiber providing 200 Mbps full duplex layer-two service back to the data center utilizing 5GB data circuit.

c. All elementary schools are connected via leased fiber providing 100Mbps full duplex layer-two services back to the data center utilizing 10GB data circuit.

d. HCPS subscribes to two 2GB internet circuits that are aggregated to a 4GB internet service.

7. LAN Infrastructure:

1. Each school’s LAN is comprised of a layer-three enterprise-level core switch which controls multiple VLANS configured in a hub-and-spoke topology.
2. Distribution frames are connected with multiple pair fiber providing anywhere from 1GB or 10GB full duplex interconnectivity to a layer-two switches. All clients are connected primarily to HCPS Wireless network.
3. Student and faculty access is secured by managing layer-three access control lists, which separate the student and faculty networks. This applies both to clients and servers.

8. HCPS Technology Staff Overview:

HCPS staff relevant to this RFP are as follows:

1. 4 Database Services staff
2. 6 Student Information System personnel
3. 3 Network Administrators
4. 10 System Administrators
5. 40 Technology Support Technicians based in the schools
6. **Maintenance and Support**
7. Successful Offeror shall describe fully the no-charge service period from the date of the last installation and also provide a schedule of costs for service after the no-charge period.
8. The Successful Offeror shall provide help desk support to HCPS preferably, 24-hours 7 days a week, at a minimum from 8 am until 5 pm EST, Monday through Friday.
9. In reference to contacting the help desk of the Successful Offeror, two direct toll-free numbers and points of contact are required.  Tier one for standard users and tier two for System Administrators and Database Administrators.
10. The Successful Offeror should support SIF service.  If SIF is not supported then Successful Offeror must provide an automated process to receive HCPS standardized student, staff, course, roster and school data via secure transmission that does not require installation of a proprietary application.  This secure transmission, if not SIF, will need to occur via web interface or SFTP.
11. The Successful Offeror will have the capability of determining deltas that can be automatically updated.
12. **Professional Development**

At a minimum, the professional development proposed by the Successful Offeror shall include:

1. Forty hours of on-site professional development to be distributed at the discretion of the HCPS project manager.  HCPS reserves the right to assign the number of staff to be trained during each training session.
2. An on-site daily rate for training to be purchased on an as-needed basis after the initial professional development phase.  HCPS reserves the right to assign the number of staff to be trained during each paid training session.
3. **Delivery**
4. Offerors must state clearly the delivery time in relationship to receiving the purchase order.   i.e., "delivery, installation and training will be with 90 days of purchase order".
5. Delivery of the final, operational product must occur by August 1, 2015. The goal of HCPS is to have digital content available at the beginning of the 2015-16 school year.
6. Provide a detailed timeline for implementation of the project indicating resources (responsible party) and completion dates.

**H. Upgrade and Maintenance**

Offeror should describe maintenance and support in detail. Include release management plan with frequency of product update, and support for customers not on current release of product.

**IV. COUNTY RESPONSIBILITIES:**

The County will designate an individual to act as the County’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 April 10, 2015
* Advertised in newspaper April 12, 2015
* Receive written proposals 2:00 p.m., May 8, 2015
* Conduct oral interviews with Offerors May 28, 2015
* Negotiations completed May 2015
* Contract/installation begins June 2015

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

1. **Annual Appropriations**

It is understood and agreed that the contract 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 the County or its elected officials, officers, agents, employees, or volunteers should the 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.
2. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.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, entered into, and shall be performed in the County of Henrico, Virginia, 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), the County may consider the Successful Offeror to be in default. In the event of default, the County 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 the County’s notice of default.

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

The County 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 the County.

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

1. The County 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 the County.

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 the County.

 **P. Record Retention and Audits**

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five 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 the County 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**

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County 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 the County’s Internet site

<http://henrico.us/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)  [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. The County 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 the County.

3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County 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 the County terminates the Contract, the Successful Offeror will be paid by the County 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 Henrico County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the 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.

1. **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://henrico.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. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor 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 is 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 the County 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 the County 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 or other business form 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 the County 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 the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County 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, the Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
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 the County 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 the County. 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 August 31, 2016. Contract prices shall remain firm for the contract period.

2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.

3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if they do not intend to renew the contract at any annual renewal.

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

 **BB. Contact with Students**

Offerors shall certify that any of their employees who will provide services under the Contract resulting from this procurement and will be in direct contact with Henrico County Public School students: (1) has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (2) such person has not been convicted of a crime of moral turpitude. Offerors shall cause any of their subcontractors to provide the same certification described herein with regard to the subcontractors’ employees.

**Henrico County cannot award a contract to an Offeror that does not complete the Attachment E as part of their proposal/submission.**

**CC. Conduct**

1. Fraternization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

**DD. Tobacco-Free Requirement:**

County Public Schools (“HCPS”) has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

“Tobacco products” include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

“School property” includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

**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 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. 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 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 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 April 22, 2015 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. All proposals received in the Purchasing Division on time shall be accepted. All late proposals received by the Purchasing Division 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 Identification Number Requirement – **Attachment D**

 **Direct Contact with Students – Attachment E**

3. Executive Summary

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”.

Provide detailed outline and description of training programs that will be offered to staff.

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.

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.

Implementation Plan – provide detailed implementation plan in order for solution to be operational no later than August 3, 2015.

**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)**

 Provide evidence of financial stability.

 Provide resumes of staff that will be assigned to the project.

 Describe firm’s workload and ability to complete project.

4. Pricing Schedule **-** provide detailed pricing for site license and additional pricing for professional development (refer to section III-F). List all categories separately for services that would be provided by Successful Offeror.

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

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

A. 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 the County 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 |
| **Instructional Requirements:*** Extent to which the proposed solution satisfy the RFP’s requirements
* Variety of samples instructional materials
* Evidence of research demonstrating the validity of the techniques, materials, and interventions presented include a review from an impartial research based agency
* Demonstrated knowledge and understanding of VA SOL requirements
 | 40 |
| **Experience and Qualifications of Firm and Proposed Staff*** Overall stability of firm, including fiscal stability
* Prior successful experience completing a project of similar magnitude
* References (3) from other school divisions
* Technical experience and professional competence of the firm and staff assigned to the project.
 | 15 |
| **Implementation/Sustainable Services:*** Implementation Plan and Schedule
* Offeror’s current workload and ability to complete required work within County’s schedule
 | 20 |
| **Pricing** | 20 |
| **Quality of proposal submission/presentation** | 5 |

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, the County shall select the Offeror, which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified that 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 Vendor, 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 and Henrico County Public Schools named as an 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. 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, unless given the scope of the work this requirement is waived by Risk Management.

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

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

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 and non-contributory 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: |

Attachment B

Page 2 of 2

**Legal Name of Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.**

 **(Check all that apply.)**

**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**

**□ SMALL BUSINESS**

 **□ WOMEN-OWNED BUSINESS**

 **□ MINORITY-OWNED BUSINESS**

 **□ SERVICE DISABLED VETERAN**

 **□ LARGE**

 **□ NONPROFIT**

 **□ NONE OF THE ABOVE**

**If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE**

**definitions**

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

***"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 percent 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 percent 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.

***"Minority-owned business"*** means a business that is at least 51 percent 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 percent 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.

**"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 Islands, 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.

***"Service disabled veteran business"*** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

***“Large business”*** means any **non**-women- or minority-owned, or service-disabled business as defined above or any business having more than 250 employees or more than $10 million in gross receipts averaged over the previous three years.

***Nonprofit”***means a corporation or an association that conducts business for the benefit of the general public without shareholders and without a profit motive.

**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 |
|  |  |  |
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**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 offeror’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: □

# ATTACHMENT E

**BID/PROPOSAL RESPONSE**

Name of Bidder/Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pursuant to Va. Code § [22.1-296.1](http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+22.1-296.1), prior to awarding a contract for the provision of services that require the contractor, his employees (or subcontractors) to have **direct contact with students**, the school board shall require the contractor and any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the Contract to provide such services and, when relevant, the revocation of any license required to provide such services.

**As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services to the School Board under the resulting Contract (i) will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and/or (ii) will not have been convicted of a crime of moral turpitude. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the Contract.**

 *Signature of Authorized Representative*

 *Printed Name of Authorized Representative*

 *Printed Name of Vendor (if different than Representative)*