**IMPORTANT NOTIFICATION:**

The Purchasing Office has moved to a new location. The new address is **8600 Staples Mill Road, Henrico VA 23228**.  The Office is located near the intersection of Staples Mill Road and Parham Road in Henrico County, VA

Bidders/Offerors who elect to deliver their IFB’s/RFP’s in person or by special courier are encouraged to allow extra time to assure timely receipt of documents.  Call (804) 501-5691 for further information.

DEPARTMENT OF FINANCE

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

PURCHASING DIRECTOR

.

COMMONWEALTH OF VIRGINIA

###### COUNTY OF HENRICO



**RFP #15-1077-10JK**

**October 30, 2015**

**REQUEST FOR PROPOSAL**

**CONTRACT ADMINISTRATION FOR CONSTRUCTION AND SUPPORTING ARCHITECTURAL AND ENGINEERING SERVICES**

**GREENWOOD PARK PHASE I**

**COUNTY OF HENRICO, VIRGINIA**

Your firm is invited to submit a proposal to provide **Contract Administration and supporting** **Architectural and Engineering Services for Greenwood Park Phase I** in accordance with the enclosed specifications. The submittal, consisting of the original proposal and **three (3)** additional copies marked, “**Contract Administration and supporting** **Architectural and Engineering Services Greenwood Park Phase I”** will be received no later than **2:30 p.m., December 4, 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

8600 Staples Mill Road **🡨 NEW ADDRESS** 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://www.co.henrico.va.us/genserv/purchasing/**](http://www.co.henrico.va.us/genserv/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 a request to: kid01@.henrico.us

Time is of the essence and any proposal received after **2:30 p.m., December 4, 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.

**A pre-proposal conference will be held on November 10, 2015 at 2:00 p.m. in the Purchasing Division, Conference Room, 8600 Staples Mill Road, Henrico, VA 23228. 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 PLEASE BRING A COPY OF THE REQUEST FOR PROPOSAL WITH YOU TO DISCUSS THE REQUIREMENTS. 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 passcode 1776. It is limited to one caller from each supplier.**

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 Board of Supervisors.

All questions concerning this Request for Proposal should be submitted to John Kida, Senior Purchasing Officer, e-mail kid01@henrico.us Questions shall be submitted no later than November 12, 2015.

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

 Purchasing Director

John Kida, CPPB

Senior Purchasing Officer

1590 E. Parham Road / PO Box 90775 / Henrico, VA 23273-0775

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

**REQUEST FOR PROPOSAL**

**CONTRACT ADMINISTRATION FOR CONSTRUCTION AND SUPPORTING ARCHITECTURAL AND ENGINEERING SERVICES**

**GREENWOOD PARK PHASE I**

**COUNTY OF HENRICO**

**I. INTRODUCTION:**

The intent and purpose of this Request for Proposal (RFP), and the resulting contract, is to obtain the services of a qualified engineering firm to provide services necessary to provide construction administration services to construct an active tournament quality sports complex in accordance with the Scope of Services section of the solicitation. Additional design services may be required during the phase 1 construction phase.

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

**Greenwood Park Phase I Development – Project Description**

This project will provide an active tournament quality sports complex known as Greenwood Park Phase I located on the 88 acre site located at 11217 Greenwood Road, Glen Allen VA 23059. The construction documents for the Greenwood Park Phase I development have been completed by the engineering firm CHA and the project will be advertised for construction bids December 2015. Selected sheets of the construction bid package have been included with this RFP to summarize general scope of this project. The construction project will include park access road, Greenwood Road improvements, paved parking areas, tournament quality sports complex which will consist of four lighted multi-purpose synthetic athletic fields, sand volleyball courts and large restroom building. Supporting development infrastructure is included such as utilities (water & sewer), new power service and storm water infrastructure. All supporting other activities required to complete the project will be included such as site irrigation, landscaping, sports equipment, fencing and signage. On-site construction will begin February 2015 and be completed June 2016.

The basis of the contract form will be AIA Document B151, Abbreviated Standard Form of Agreement Between Owner and Architect (1997), reference **Attachment C**, and Modifications to Abbreviated Standard Form of Agreement Between Owner and Architect, reference **Attachment D**, County required provisions are provided integral to the aforementioned documents. Variables contained in the contract that shall be negotiated include final scope of work, fees, fee schedule and work/completion.

 RFP reference documents:

Exhibit 1 – Greenwood Park Phase I CHA Construction Documents

* Site Layout Plan Sheets C101 Through C106

**III. SCOPE OF SERVICES:**

The Successful Offeror shall be responsible for the preparation of complete contract documents for all elements of the scope of work and for construction contract administration until successful completion and acceptance of the project by the Owner.

All work necessary for the completion of the project shall be in accordance with the applicable provisions of the Virginia Uniform Statewide Building Code, latest edition, including referenced International Building Code and all subsequent modifications and supplements, and the Americans with Disabilities Act.

Basic Services will include, but not limited to, the following:

1. **Program Phase:** Not Applicable – The program phase is completed.
2. **Schematic Design Phase:** Not Applicable – The schematic design phase is completed.
3. **Design Development Phase:** Not Applicable – The design development phase is completed.
4. **Plan of Development (POD):** Not Applicable – The plan of development phase and approval is completed.
5. **Construction Document Phase:** Construction Document Services as outlined below:

**Greenwood Park Phase I –** Not Applicable - CHA has completed the construction drawings and POD set for the Greenwood Park Phase I project. CHA has been hired to complete construction drawings and modify the approved POD set to add the main park entry road from Greenwood Road to the project site as depicted on the approved master plan.

**Greenwood Park Phase I Supporting Elements –** This architectural and engineering services contract could be utilized to provide design services as needed if funding allows to support construction of Greenwood Park Phase I supporting elements. Such supporting elements as shown on the master plan could include other site development such as parking, park trails, pavilions, playground, spray ground, shade structures, sports elements, signage, additional landscaping or Park Services maintenance shed/covered structure/yard.

1. **Bid Phase:** Not Applicable – The bid support bid phase services will not be required.
2. **Construction Phase:**

**QUALIFICATIONS:** The selected firm must display experience in providing construction quality assurance and construction administration for site and building construction, including at a minimum 20 synthetic turf fields. The firm should also have completed at least one (1) project of similar size and scope to Greenwood Park. The firm will be required to supply a qualified Project Manager/Engineer and a Construction Administrator for the duration of the site, building, and synthetic turf field installation. The Project Manager/Engineer in charge of the project for the firm will be required to hold a Professional Engineer’s license in the State of Virginia. The work of the firm shall be performed under the direction of, and shall be reviewed by the Project Manager/Engineer. The Construction Administrator, performing the work under the direction of the Project Manager, shall have a minimum of 5 years of experience performing field quality assurance inspections of similar synthetic turf field systems.

**SCOPE OF WORK:** The selected firm will provide Construction Quality Assurance and Construction Administration Services for the overall project including synthetic turf field systems on behalf of the County as follows:

* + 1. The Project Manager/Engineer shall administer the contract for construction, but not limited to, bi-weekly site visits, conducting progress meeting, issuing meeting minutes, certifying contractor payments, evaluating and recommending requests for proposals and claims, shop drawing reviews and approvals, preparing and issuing change orders, construction change directives, punch list and substantial completion certification(s), and other related work, and as detailed below.
		2. The Project Manager/Engineer will issue construction contract instructions on behalf of the County and prepare all changes orders as required; Project Manager/Engineer may, as county’s representative, require special inspection or testing of the work and shall act as interpreter of the requirements of the final plans, specifications and contract documents.
		3. The Project Manager/Engineer will verify that the completed project reasonably conforms to the final plans, specifications and contract documents. During site visits and on the basis of its on-site observations, Project Manager/Engineer shall keep the County informed in writing of the progress of work and shall endeavor to guard the County against defects and deficiencies in the work of the contractor(s); shall notify the County of any observed defects or deficiencies in the work of the contractor(s) and shall disapprove or reject work as failing to conform to the requirements of the final plans, specifications or contract documents.
		4. Take appropriate action to review and approve shop drawings, samples, the results of tests and inspections and other data which contractor(s) is required to submit for conformance with the design concept of the project and compliance with the information given in the final plans, specifications and contract documents; determine the acceptability of substitute materials and equipment proposed by the contractor and receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, which are to be assembled by the contractor in accordance with the final plans, specifications and contract documents.
		5. Monitor and coordinate project schedule for all aspects of the construction of the roadway, parking lot, and synthetic turf field system including drainage base installation, synthetic turf installation, and lighting.
		6. Provide Quality Assurance inspections of all aspects of the synthetic turf field system construction. These inspections would include:
			- 1. Work alongside the County’s Third Party Inspector and Geotechnical Engineer of Record to perform a proof roll of the subgrade in order to certify the suitability for synthetic turf drainage base installation
				2. Monitor all aspects of the drainage base system construction including any geotextile fabric required, perimeter drain installation, in-line drain installation, and the aggregate base installation
				3. Permeability testing of the aggregate base
				4. Observe and inspect the planarity of the aggregate base to certify acceptance prior to installation of synthetic turf
				5. Inspect the construction of the concrete curb including sampling of the concrete
				6. Monitor and inspect all aspects of synthetic turf product, any underlayment (if applicable), and the installation including seaming, striping, inlays, and edging
				7. Inspect the infill operation to ensure correct type and depth of infill is achieved.
		7. Based on Project Manager/Engineer’s on-site observations as an experienced and qualified design professional and on his review of contractor’s applications for payment and the accompanying data and schedules, shall advise the County as to the amount owed to contractor(s) and indicate whether he approves such amount; such approvals of payment will constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that, to the best of knowledge, information and belief, the quality of the work is in accordance with the final plans, specifications and contract documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the final plans, specifications and contract documents and to any qualifications stated in the approval).
		8. Conduct an inspection to determine if the project is substantially complete and conduct a final inspection to determine if the project has been completed in accordance with the final plans, specifications and contract documents. If each contractor has fulfilled all of his obligations, the Architect shall indicate to the County and other governmental agencies, in writing, that final payment should be made to each contractor
1. **Survey:** Not Applicable – Survey services will not be required.
2. **Record Documents:** The Project Manager/Engineer shall provide project record documents to the County, as follows: Record set of "Bid Documents" and the Contractor’s “As Built Drawings”, including data from the Architect’s on-going record (Approved submittals and shop drawings, RFIs, COs, ASIs, CCDs, Sketches, etc.). The Architect shall review the Contractors “As Built Drawings” for general completeness, however shall not be required to verify them beyond the extent of the Architects on-going record.
3. Reference draft contract, **Attachment C**, Paragraph 2.6.19 for complete record document requirements.
4. **Warranty Phase:** The Project Manager/Engineer, as part of his basic service, shall advise the Owner, concerning warranties, correction of defective work, or equipment operational problems during the contractor's warranty period.

**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. PROJECT SCHEDULE or ANTICIPATED SCHEDULE:**

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

* Request for Proposals distributed October 30, 2015
* Advertised in newspaper November 1, 2015
* Pre-proposal conference November 10, 2015, 2:00 p.m.
* Last day to submit questions November 12, 2015
* Receive written proposals December 4, 2015, 2:30 p.m.
* Conduct oral interviews with Offerors January 2016
* Negotiations completed January 2016
* Contract Award by Board of Supervisors February 9, 2016
* Engineering Effort February 2016 to June 2017

**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 basis of the contract shall be AIA Document B151, Abbreviated Standard Form of Agreement Between Owner and Architect (1997), Reference **Attachment C**, Modifications to Abbreviated Standard Form of Agreement Between Owner and Architect (B151-1997) reference **Attachment D**. County required provisions are provided integral to the aforementioned documents.
2. Variables contained in the contract that shall be negotiated include final scope of work, fees, fee schedule and work/completion unless agreed to otherwise in writing by both parties. County required provisions integral to the aforementioned document. Variables to be negotiated in this agreement are limited to the final scope of work, project deliverables, fees, hourly rates and project delivery schedule for design, construction administration and warranty period.
3. Any contract resulting from this RFP is not assignable.

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6. 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.

Reference draft contract, **Attachment C,** Paragraphs 10.3 and 11.5.2)

**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.

Reference draft contract, **Attachment C**, Paragraph 9.1

**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(s) fails to cure said default within twenty days, the County, among other actions, may complete the system through a third party, and the Successful Offeror(s) shall be responsible for any amount in excess of the agreement price incurred by the County in completing the system to a capability equal to that specified in the contract.

Reference draft contract, **Attachment C**, Paragraph 9.11

**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. **Attachment G- Acceptance / Exceptions to the AIA B151, as modified by Henrico County all other exceptions to the RFP should be listed on a separate sheet.**

**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 Bidder 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 Bidder, provided that such liability is not attributable to the County’s sole negligence.

Reference draft contract, **Attachment C**, Paragraphs 12.1, 12.2 & 12.3.

 **L. Insurance Requirements**

The Successful Offeror shall maintain insurance to protect itself and the County of Henrico 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 operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications as contained in the form of Agreement**.**

Reference draft contract, **Attachment C**, Paragraphs 12.4, 12.5, 12.6 & 12.7.

**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**

Reference draft contract, **Attachment C**, Paragraph 9.12

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

The County of Henrico, Virginia shall have all rights, title, and interest in or to all developmental or interim plans, project reports and/or presentations, data, and documentation developed or generated during the completion of this project. Construction documents prepared by the Successful Offeror for the project shall be deemed property of the Owner who shall be entitled to all common law, statutory and other reserved rights including copyright. Any use of the construction documents by the County on any other project, other than the project under this agreement, without adaptation by the Successful Offeror, shall be at the sole risk of the County without liability to the Successful Offeror. The County waves and releases the Successful Offeror from liability to the County for any and all claims, which arise out of such use by the county without Successful Offeror’s adaptation of said construction documents.

The selected Successful Offeror shall be expressly prohibited by the terms of the contract resulting from this procurement 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 said contract.

Reference draft contract, **Attachment C**, Paragraph 6.2

**P. Record Retention; Audits:**

Reference draft contract, **Attachment C,** Paragraph 9.13

**Q. Severability:**

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

Reference draft contract, **Attachment C**, Paragraph 9.14

**R. Subcontracts:**

1. No portion of the work shall be subcontracted without prior written consent of the County of Henrico, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Contractor 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.

Reference draft contract, **Attachment C**, Paragraph 9.5.1

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).

**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://www.henrico.us/purchasing/](http://www.co.henrico.va.us/purchasing/)

1. **Taxes:**

Reference draft contract, **Attachment C**, Paragraph 9.15

**U. Termination of Contract:**

Reference draft contract, **Attachment C**, Paragraph 8.5

**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://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. 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 A)** 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.

**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 H)**
	5. A proposal may be modified or withdrawn by the Offeror anytime 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 November 12, 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

3. Virginia State Corporation Commission Identification Number Requirement – **Attachment A**

4. Proposal Signature Sheet – **Attachment B**

 5. Acceptance / Exceptions to the AIA B151, as Modified By Henrico County

– **Attachment G**

6. Proprietary/Confidential Information – **Attachment H**

1. Narrative Summary to include as a minimum the following:

1. The Offeror shall submit a list of completed projects and a resume of personnel expected to be assigned to this project including the name(s) of the partner in charge and any consultants.

2. Each Offeror submitting a proposal shall include a statement that they will provide all the construction administration services and supporting engineering and/or architectural services necessary to complete the specific project as outlined in the Request for Proposal.

3. The Offeror selected shall have demonstrated an ability to complete projects within specified completion dates.

4. Current workload of the Offeror with particular reference to personnel and other resources being proposed.

1. Proposed Schedule of work: Offeror shall submit a preliminary outline of how they would propose to schedule the different elements of this project, including a projected time schedule. The County requires completed construction in a minimum of time.

6. Evidence of past cost performance, project scheduling performance and general overall completion on time of past projects on County or similar projects.

7. Evidence of knowledge of Henrico County Plan of Development standards, local conditions and all pertinent codes and regulations.

**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 the County may properly evaluate your capabilities to provide the required goods/services.
	2. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

|  |  |
| --- | --- |
| **Criteria** | **Weight** |
| Functional Requirements* Extent to which the proposed solution satisfies the RFP functional requirements in the Scope of Services
* Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the Successful Offeror’s plan for accomplishing the Scope of Services
 | 40 |
| Implementation of Services/Project Management* Project Schedule
* Project Management
* Project Team
* Current workload and the ability to complete required work within County schedule
 | 25 |
| Experience and Qualifications* Special experience, technical capabilities, professional competence, and qualifications of proposed personnel assigned to provide the services in accordance with the Scope of Services
* Financial Stability of the Firm
* References
* Resumes (experience) of proposed management and installation staff (including any Professional Registrations, Technical Training Certifications)
* Special experience, technical capabilities, professional competence, and qualifications of the Offeror.
* Past cost performance, project scheduling performance and general overall completion on time of past projects
 | 30 |
| Quality of submission/presentation. | 5 |
| TOTAL | 100 |

C. The County shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required service. These Offerors will be requested to make an oral presentation to a Selection Committee to explain their proposal and answer questions.

D. At the conclusion of discussion, and on the basis of evaluation factors as stated in the Request for Proposals and all information developed in the selection process to this point, the County shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted; beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. 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 and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

**ATTACHMENT A**

**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:

**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: |
| MY/OUR VIRGINIA ARCHITECT/ENGINEERS REGISTRATION NUMBER IS: |

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**

**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.

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

**ATTACHMENT C**

**AIA B151, 1997**

**AS EDITED BY HENRICO COUNTY**

**ATTACHED AND POSTED AS A PDF DOCUMENT**

**ATTACHMENT D**

**Modifications to Abbreviated Standard Form of Agreement Between Owner and Architect**

**ATTACHED AND POSTED AS A PDF DOCUMENT**

**ATTACHMENT E**

AIA 201 (1997)

**ATTACHED AND POSTED AS A PDF DOCUMENT**

**ATTACHMENT F**

**SUPPLEMENtary conditions to the genEral conditions of the contract for construction A201-1997 (6/14)**

**ATTACHED AND POSTED AS A PDF DOCUMENT**

**ATTACHMENT G**

**ACCEPTANCE / EXCEPTIONS TO THE AIA B151, AS MODIFIED BY HENRICO COUNTY**

**Page 1 of 1**

AIA B151-1997, as modified by Henrico County, has been provided in draft form as Attachment C for your review. This is the standard contract document that is used by Henrico County to award contracts for Architectural Services. Offerors who do not propose to take exception to this document shall check the appropriate box. Offerors taking exception to this document shall: 1) cite the appropriate section(s); 2) briefly explain the exception; and 3) propose alternate language.

**Please check one box:**

**🗆 I take no exception to the AIA B151-1997, as modified by Henrico County.**

**🗆 I take exception to the AIA B151-1997, as modified by Henrico County, as follows:**

1. Section: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Brief explanation of exception:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Proposed alternate language to resolve the exception:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: For additional exceptions to the AIA B151-1997, as modified by Henrico, please attach additional sheets, as required, following the same format as above.

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

**ATTACHMENT H**

**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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