**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 #15-1083-11JK**

**November 20, 2015**

**REQUEST FOR PROPOSAL**

**ANNUAL CONTRACT FOR**

**ENGINEERING SERVICES, COMMISSIONING AGENT**

**COUNTY OF HENRICO, VIRGINIA**

Your firm is invited to submit a proposal to provide **A Proposal for Engineering Services, Commissioning Agent** in accordance with the enclosed specifications. The submittal, consisting of the original proposal and **three (3)** additional copies marked, “**A Proposal for Engineering Services, Commissioning Agent",** will be received no later than **2:30 p.m., December 17, 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](mailto:kid01@.henrico.us)

Time is of the essence and any proposal received after **2:30 p.m., December 17, 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.

This RFP seeks professional services on an annual basis for Henrico County General Government and Henrico County Schools. The scope of services for each public body is set forth within the RFP. Upon the completion of negotiations, the Board of Supervisors will award a contract for services for Henrico County General Government and the School Board will award a contract for services for Henrico County Schools. Any reference in the RFP to the “County” will mean Henrico County General Government, Henrico County Schools, or both, depending on the context.

All questions concerning this Request for Proposal should be submitted to John Kida, Senior Purchasing Officer, e-mail [kid01@henrico.us](mailto:kid01@henrico.us) Questions shall be submitted no later than November 30, 2015.

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

Purchasing Director

John Kida, CPPB

Senior Purchasing Officer

8600 Staples Mill Road / PO Box 90775 / Henrico, VA 23273-0775

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

**REQUEST FOR PROPOSAL**

**ANNUAL CONTRACT FOR**

**ENGINEERING SERVICES, COMMISSIONING AGENT**

**COUNTY OF HENRICO, VIRGINIA**

1. **PURPOSE:**

The purpose of this RFP is to solicit proposals from qualified engineering firms to provide commissioning services for projects for the County of Henrico and Henrico County Public Schools. Services to include testing, fieldwork, design review and recommendations, construction monitoring and systems testing, LEED documentation, systems sequence/operation/condition evaluations and reports and required implementation of related commission services on select County projects. The County anticipates commissioning services to be procured on a project specific basis.

The range of services will vary from project to project as the scope of work for each is negotiated with the successful offeror.

The basis of the contract form will be an annual professional services contract prepared by Henrico County.

The resulting contract for this RFP will be administered by either the Facilities Management Division of the Department of General Services, Henrico County, Virginia for general government projects or by Henrico County Public Schools Department of Construction and Maintenance for school projects.

The total amount for all projects performed shall not exceed one million five hundred thousand dollars ($1,500,000) for the contract term. The individual project fee shall not exceed three hundred thousand dollars ($300,000) for any single project.

Work assignments shall be on an “As Needed” basis. The scope of each work assignment will be tailored to each specific project and will vary due to the size, complexity and budget of each project. A detailed review of the A/E fee proposal worksheet and hourly rate schedule will be utilized to negotiate each work assignment. Henrico County reserves the right at all times to perform work in-house or to solicit consulting services independently.

As noted above, the Board of Supervisors and the School Board will award separate contracts for the desired services. The term for each contract will be limited to one year or when the cumulative total project fees under the contract reach the maximum amounts described below. Each contract may be renewable for two additional one-year periods at the option of the County. The Successful Offeror is not permitted to hold a contract for design services for projects where it is providing commissioning services.

The County reserves the right at all times to perform work in-house or issue a Request for Proposal for individual projects if it is the determined to be in the County’s best interest

The contract expenditure for the last three years is as follows:

2-1-13 to 1-31-14 $ 33,846

2-1-14 to 1-31-15 $ 66,002

2-1-15 to 11-3-15 $ 54,946

Existing BAS systems include:

General Government

Siemens Apogee

Automated Logic

Tridium Niagara

Invensys Legacy Systems

HCPS

Siemens Apogee

Automated Logic

1. **SCOPE OF SERVICES:**

The successful Offeror shall provide all labor, materials and supervision to provide the following services:

**A. Commissioning Requirements (Basic)**

1. **Pre-Design**

Assist the County with auditing and reviewing existing standards, and ensuring standards comply with current code and specified energy and US Green Building objectives.

Provide required LEED experience and related input to the County’s requirements for systems and sub-systems to be commissioned. Commissioning Agent Services may include but would not be limited to: HVAC Systems (ventilation, exhaust fans, air conditioning components, sensors, and building automation systems), fire protection system, generator system, lighting systems and interfaces with security control system.

Assist County reviewing the document design intent, verify the initial design intent is most appropriate for the application, and review findings with the County and engineer (building efficiencies, building life, facility systems, fuel sources, building use).

**2. Design Phase**

Review the design documents (engineering calculations, drawings, and specifications) as they are prepared by the project Architect/Engineer (A/E) to ensure inclusion of material covering the contractor’s responsibilities for commissioning.

Provide comments and recommendations to the County related to the design.

Provide a commissioning matrix and testing strategy so that included in the construction documents is a structured approach outlining how and when to test all systems selected to be commissioned. Such a program would ensure that the commissioning agent or County staff conducts appropriate inspections and testing at desired times throughout the construction process.

The goal of the testing strategy would be to implement checks and balances in order to ensure final system performance meets original design expectations and rework of any kind is minimized.

Develop a commissioning plan that describes the commissioning process and the responsibilities of all parties. Plan shall be suitable for inclusion in the construction documents for contractor coordination. This shall include all test forms that will require contractor involvement. Specifications shall clearly identify the contractor’s, County’s and A/E responsibilities during commissioning.

**3. Construction Phase**

**For each individual project, conduct a pre-construction meeting to define the owner’s requirements and ensure that the construction team (County’s representatives, A/E, Contractor, testing & balancing personnel, and sub-contractors) fully understands the commissioning process and its implementation. Ensure that the responsibilities of each party are clearly defined.**

Review submittals in a timely fashion for compliance with the design intent and the commissioning plan as it impacts the commissioning process.

Notify required participants in advance of each commissioning event.

Conduct meetings and prepare minutes for distribution as part of the commissioning process.

Oversee start-up, operation and testing and balancing. As the scope of work for each project is negotiated, the County will determine whether an independent Testing & Balancing firm will be hired directly by the County or provided by the Commissioning Agent on a project by project basis.

Conduct site visits as required for each project to include:

* + - * 1. Visits to observe the construction and installation of systems to be commissioned. Prepare a report of findings with recommendations for the County.
        2. Visits to supervise the execution of the performance testing. Prepare a report of findings with recommendations for the County.
        3. Visits to supervise the re-testing of up to 30% of performance tests. Prepare a report of findings with recommendations for the County.

**4. Acceptance Phase**

Verify compliance of systems with construction documents.

Propose a suitable schedule and prepare agendas for training of systems, controls, etc. by the contractor.

Prepare and submit a verification report to the owner inclusive of performance test data. Submit a final commissioning report prior to County occupancy of General Government projects and prior to acceptance for School projects.

Review O & M manuals and make appropriate comments.

Provide one day of specialized system training for the maintenance staff.

Confirm final testing, balancing, and accuracy of adjustment reports.

Review as-built drawings for the systems commissioned.

1. **Commissioning Agent and Consultant Requirements (Enhanced)**
2. The selected engineering firm and its consultants must have demonstrated experience commissioning building systems and implementing LEED Basic Commissioning and Enhanced Commissioning Services as outlined in US Green Building LEED Reference Guides versions 2.2 and 2009 (v3) for New Construction and LEED 2009 (v3) for Existing Buildings and Schools.
3. At a minimum, the systems and sub-systems for which commissioning maybe required consists of HVAC Systems (ventilation, exhaust fans, air conditioning components, sensors, and building automation systems), fire protection system, generator system, lighting systems and interfaces with security control system.
4. All services of the Commissioning Agent shall be performed by or under the direct supervision of an engineer licensed in the Commonwealth of Virginia.
5. As part of the services required for each individual assignment, the Commissioning Agent will provide services to return to each site at approximately 10 months into the warranty period to review with the facility staff/owner the current building operation and condition of outstanding items related to the original and seasonal commissioning.
6. Commissioning Agent may be required to assist the A/E for each individual project in developing the requirements for commissioning and to fully understand the design intent of all building systems and subsystems.

**III. COORDINATION AND RESPONSE:**

1. The County will provide a Construction Coordinator in order to effectively coordinate the progress of the work. However, the General Contractor is charged with establishing the construction schedule; and therefore, the Successful Offeror will be expected to coordinate his work with that of the General Contractor. Work under this contract may be required to be performed on weekends or holidays depending on the project requirements and schedule.
2. The County will provide, for use by the Successful Offeror the following:
   * 1. Drawings and specifications for each authorized project.
     2. Plat(s) showing site boundaries and existing and previous topography.
     3. Property corner stakes where necessary.
     4. Chain of title(s) for the subject properties back to at least 1940 or such a date as required.
     5. Rights of entry and access to the subject site(s).
     6. Available aerial photographs, old maps, and information concerning prior site usage, or usage of adjacent and abutting sites
     7. The location, type, and approximate size or quantity of known hazardous substances, and/or underground tanks on the subject site
     8. Other available data, such as geotechnical and environmental reports, toxic spill reports, water quality data from on-site or adjacent ponds, streams, rivers, or wells, and similar data
     9. Right of entry and access to adjacent and abutting properties where obtainable.
     10. Written authorization to the Successful Offeror to perform his services.
3. Individual Purchase Orders shall authorize all services under the agreement developed pursuant to this RFP, on a project-by-project basis. Each PO shall include a detailed scope of services, a not-to-exceed fee, and a completion date for the services, documented by a written submittal from the Successful Offeror to the County.
4. The Successful Offeror shall provide an electronic copy of all reports via a structured Email system or FTP, or other software incorporated into the contract, whichever is agreeable to the County.

**IV. ANTICIPATED SCHEDULE:**

Request for Proposal issued: November 20, 2015

Advertised in newspaperNovember 22. 2015

Last day for questions November 30, 2015

Proposal submissions due: **2:30 p.m., December 17, 2015**

Conduct Oral presentations: January 14, 2016

Award of contract: February 9, 2016

**V. COUNTY RESPONSIBILITIES:**

Henrico County will designate individual(s) to act as the Project Manager for all work performed under this contract. The Project Manager shall coordinate the work, and shall have the authority to make decisions in writing binding their respective employers on matters within the scope of the contract.

**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. Any contract resulting from this RFP is not assignable.

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

**C. Collusion**

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

**D. Compensation**

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

**E. Controlling Law and Venue**

The Contract will be made, 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(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.

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

The 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.

Please identify with proposal submission any “Exceptions to RFP”.

**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.

**L. Insurance Requirements**

The Successful Offeror shall maintain insurance to protect itself and the County of Henrico from claims The Successful Offeror shall maintain insurance to protect itself and the County (including Henrico County Public Schools) 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. **(Reference 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 County officials in performing the contract work so that interference with normal program 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; Audits:**

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of three years from the completion of the contract, all records pertaining to the Successful Offeror’s proposal and any contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror’s copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to 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 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 will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

**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.

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:**

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 the County and the Successful Offeror, as the taxes shall be an obligation of the Successful Offeror and not of the County, and the County shall be held harmless for same by the Successful Offeror.

2. The County 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://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 B)** 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 a one year period. The Contract price shall be firm for the Contract period.

2. After the Contract period, the Contract may be renewed for two (2) additional one-year terms upon written, mutual agreement between the County and the Successful Offeror. The price for each subsequent year after the Contract period may not exceed three percent (3%) above the previous year’s fee and shall remain firm for the renewal year.

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 three (3) 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**

Henrico 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 C***) 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 D)**
   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 B**

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

5. Proprietary/Confidential Information – **Attachment D**

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

1. 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”.

2. How the Offeror intends to assign the proper level of personnel required to perform the work at the proper scheduled rate.

3. If the Offeror concurs in principle that cost of supervisory review of evaluations and reports can be included in base hourly rates.

4. Address if the Offeror uses or can implement structured software such as NewForma or Prolog to manage project communications and reporting. Or identify in detail other software successfully being utilized by the Offeror for project communications and reporting. Address how any proposed system is addressing the management of reported deficiencies and final resolutions.

5. 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.

6. 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.

7. Subcontractors- Information on any subcontractors that is necessary to provide the services required. Provide name, experience, address, telephone number and qualifications.

1. Appendices - optional for Offerors to submit additional material to clarify their response.

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

* 1. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that 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. * Expertise and experience of Offeror relative to the following systems and sub-systems for which commissioning maybe required (HVAC Systems, BAS control, security control, electrical power distribution and generator systems, fire protection systems and lighting systems). * Demonstrated organizational structure and management that results in administrative, surveying, evaluating reporting and scheduling cost efficiencies. * Demonstrated knowledge and understanding of LEED requirements, local conditions and all pertinent codes and regulations. | 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. * Experience in construction administration geared to mechanical, electrical, plumbing and building automation projects in existing facilities. * Financial Stability of the Firm. * References * Resumes (experience) of proposed management and installation staff (including any Professional Registrations, Technical Training Certifications). * 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**

**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 and is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add 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 Successful Vendor shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in 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

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

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

Professional Liability/Errors and Omissions

$1,000,000 Each Occurrence/ $3,000,000 aggregate

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

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance 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.

**ATTACHMENT B**

**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 C**

**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 C

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 D**

**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 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)*