**IMPORTANT NOTIFICATION:**

The Purchasing Office will be moving from its current location of 1590 E. Parham Road, Henrico VA 23228 on August 27, 2015.  The new address will be **8600 Staples Mill Road, Henrico VA 23228**.

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.

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COMMONWEALTH OF VIRGINIA

###### COUNTY OF HENRICO



**RFP # 15-1014-7EF**

DEPARTMENT OF FINANCE

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

PURCHASING DIRECTOR

**August 12, 2015**

**REQUEST FOR PROPOSAL**

**ABILITY ASSESSMENT PROGRAM**

**HENRICO COUNTY PUBLIC SCHOOLS**

**COUNTY OF HENRICO, VIRGINIA**

Your firm is invited to submit a proposal to provide an Ability Assessment Program in accordance with the enclosed specifications. The submittal, consisting of the original proposal and **ten (10)** additional copies plus and electronic copy marked, **“Ability Assessment Program”** will be received no later than **2:30 p.m., September 11, 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.henrico.us/purchasing/**](http://www.co.henrico.va.us/purchasing/)To download the (IFB or RFP), click the link and save the

document to your hard drive. To receive an email copy of this document, please send a request to: **fal51@henrico.us**

Time is of the essence and any proposal received after **2:30 p.m., September 11, 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 August 19, 2015 at 9:00 a.m. in the Purchasing Division, North Run Office Complex, 1590 East Parham Road, Henrico, VA. Offerors are strongly encouraged to attend the pre-proposal conference. ONLY two (2) representatives per team will be allowed to be present for the meeting. A teleconference number has been established for suppliers who are unable to travel to the County of Henrico. To join the meeting, call 804-501-7555 and enter meeting ID 7022 and password 1621. It is limited to one caller from each supplier. PLEASE BRING A COPY OF THE REQUEST FOR PROPOSAL WITH YOU TO DISCUSS THE REQUIREMENTS.**

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

The awarding authority for this contract is Purchasing Director.

Technical questions concerning this Request for Proposal should be submitted to Eileen Falcone at [fal51@henrico.us](mailto:fal51@henrico.us) no later than **2:00 p.m., August 21, 2015**.

Very truly yours,

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

Purchasing Director

Eileen Falcone

Procurement Analyst III

804-501-5637

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

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

NON PROFESSIONAL

REVISED JUNE 2014

REQUEST FOR PROPOSAL

**ABILITY ASSESSMENT PROGRAM**

**HENRICO COUNTY PUBLIC SCHOOLS**

**COUNTY OF HENRICO**

**I. INTRODUCTION:**

It is the intent and purpose of this Request for Proposal (RFP), and the resulting contract, to solicit and obtain products and services to provide a norm-referenced ability assessment in accordance with the Scope of Services/Work section of this solicitation. Henrico plans to administer the ability assessment to all Henrico County Public Schools (HCPS) students in grade 1 annually. Up to 46 elementary school sites may use the ability assessment in the 2015-16 school year. The total number of first grade students expected to take the assessment per year is approximately 3,800. Additionally, approximately 450 students in other grades, K-11th, may be tested annually on an as needed basis for gifted identification.

HCPS has typically administered an ability assessment in pencil and paper to all students in grade 2. Therefore, for the first year of the contract, all students in both first and second grade may be tested to phase in this change (approximately 3,900 grade 2 students may be tested in 2015-16).

Breakdown of the number of students assessed in 2014-2015:

* 300 students- Kindergarten
* 400 students- First Grade
* 3,900 students- Second Grade
* 10 students- Third Grade
* 20 students- Fourth Grade
* 10 students- Fifth Grade
* 3 students- Secondary

**II. BACKGROUND:**

## Henrico County Public Schools is located within the greater Richmond, Virginia Metropolitan area and is the 6th largest of the 134 school divisions in Virginia with a nationally recognized educational program. Henrico County is located within the greater Richmond, Virginia Metropolitan area covering approximately 245 square miles and is geographically and culturally diverse. HCPS consists of 46 elementary schools, 12 middle schools and 8 high schools and 3 program centers.

**III. SCOPE OF SERVICES/WORK:**

The Successful Offeror shall provide all materials, scoring, score reports, and necessary training to implement an ability assessment program for Henrico County Public Schools (hereafter referred to as HCPS) by providing a comprehensive integrated solution to support the instructional needs of the students, faculty, administration, and staff. If the requirements of the RFP cannot be met by one successful vendor, multiple contracts may be considered with HCPS maintaining the right to choose the assessment administered annually from the selected vendors.

* 1. **General Requirements**:

1. Offerors shall outline the technical needs:

a. of the software/program if offering a digital program

b. for generating reports

c. for the communication protocol between HCPS and the Successful Offeror.

2. Offerors shall provide reports that support analysis of student data by providing norm-referenced information for students, class groups, schools and the division. National grade and age NCE (Normal Curve Equivalent) and percentile scores and local grade NCE and percentile scores should also be provided. Offerors will outline all data fields on all data reports provided.

3. If offering a digital program Offerors shall be required to provide and support proven application software and functionality.

4. Offerors shall outline the ability assessment implementation requirements including staff training, data migration, and file upload requirements, implementation planning and support, technical support, technical training requirements and responsibilities, and reporting capabilities and options. Order dates and availability of practice tests should be noted.

5. Offerors shall provide information regarding any student testing supports available, including but not limited to multiple languages, large print test versions, and/or read aloud audio capabilities.

6. It is the responsibility of Offerors to include any and all items required for a complete and comprehensive solution, regardless of the inclusion or exclusion of information in this document.

**B. Specific Requirements:**

1. Test Administration

a. Offerors shall describe the ability assessment administration options. Currently, HCPS is using pencil and paper to administer assessments but will consider a digital program. Include whether or not paper tests are consumables.

b. Offerors shall provide an implementation manual including accommodations and modifications based on a student’s IEP or 504.

c. Offerors shall provide score reports including verbal, nonverbal and quantitative percentile scores.

d. Offerors shall provide tests in multiple versions.

e. Offerors shall provide evidence that the assessment is flexible for use in a variety of educational settings such as whole group, small group and/or individually.

f. If online testing administration is provided as an option:

i. The Successful Offeror shall provide a web based system or a system that works with HCPS current infrastructure (see System Requirements section).

ii. Offerors shall provide, as part of the implementation plan, the estimated staff needs for configuring and maintaining the solution over the course of the contract. (Contract period is12 months from date of award with 4 additional one-year renewal options)

iii. Offerors shall provide the cost of maintenance and support for each 12 month period of the contract. The estimated costs must include staff and equipment costs for the full contract period for supporting the solution at 46+ schools across the district.

2. Score Reporting

a. Offerors shall provide both national and local norms as part of the ability assessment score reports.

b. Offerors shall provide the demographic statistics of the norming group, as well as the norming dates.

c. Offerors shall provide any technical information about the assessment, which may include information regarding sampling procedures, test reliability, and validity. This information may also include percentile tables.

d. Offerors shall provide the typical turnaround time for score reporting, including any processes that must be completed by the school division prior to the creation of score reports. Include information about whether printed score reports may be ordered.

e. Offerors shall provide sample teacher reports, student reports, reports for parents and district level reports. All performance data provided should be described by The Offeror. For example, include descriptions of scaled scores, percentiles, and other references to student/performance strengths and weaknesses.

f. Offerors shall indicate what data is available for use in division-specific analysis, including how the raw data is formatted (Excel, CSV, etc.), how the data will be transmitted to HCPS and the variables included. The division must have access to the raw data from the assessment.

g. Offerors shall provide an outline of the assessment structure including testing categories and subcategories where scores are provided. Indicate if a composite score is provided.

3. Training and Support

a. Offerors shall develop and submit a comprehensive training plan suitable for on-site training of HCPS staff. It is anticipated that a minimum of two school-based staff at each elementary school will be trained and a minimum of 5 district level and technical personnel will need training. Offerors are requested to propose appropriate training for each type of user of the system in a group setting with a maximum of 25 per session. A minimum of four half day sessions will be required.

b. Describe the training program and include:

i. number of sessions per target audience (for example: administrator, teacher and technical support staff);

ii. topics covered with the target audience;

iii. a description of the data used for training (should be HCPS data);

iv. qualifications of instructors;

v. any other information that will enable HCPS to evaluate the interaction with and value of the various types of data (for example: student, class, school and division level); and

vi. availability of additional training to include webinars and online videos after year one and associated costs (if any).

c. The Successful Offerors shall provide toll-free technical support to HCPS staff between the hours of 7:30 a.m. and 5:30 p.m. Monday-Friday EST with hold times not to exceed 5 minutes. It is anticipated that a staff member at each school will be tasked with the responsibility of escalating issues to a district-level coordinator who will then be the individual to call the Successful Offeror’s help desk.

d. Offerors shall outline the terms of any Service Level Agreements offered in their proposal and provide a copy with proposal submission.

4. Offerors shall outline all costs for training, materials, scoring, and reporting for an annual implementation of the ability assessment. Total costs will be identified by student, any division level discounts will be noted, and total projected program costs will be outlined.

5. Privacy and Security

Offerors shall provide a comprehensive privacy and security statement to HCPS attesting to obligations to maintain the privacy and security of all data. The Successful Offeror shall not lease, share, rent, sell, or barter personal information (names, addresses, telephone numbers) to anyone at any time.

a. The proposed solution shall be capable of defining access/security levels for users and multiple user groups.

b. The proposed solution shall be a secure, authenticated and encrypted application.

6. Implementation Plan

Offerors shall provide a Project Implementation Plan and Training schedule for the 2015-16 school year, and indicate the date the ability assessment program can be available for use beginning in the 2015-16 school year. The final Project Implementation Plan will be developed as part of the contract documents. The Project Implementation Plan shall address all tasks necessary for a successful implementation including but not limited to; deployment, professional development training, schedule and participants, identification of testing windows, and information on any resources required from HCPS.

**C. System Requirements**

1. The ability assessment program must have the capability to accept student information used by HCPS for the purpose of assessment administration and reporting. Any requirements for exchange of student, staff, course, roster, or school information should be supported through a common specification. The exchange of data should be through a common protocol and not require the installation of vendor specific software in the HCPS internal infrastructure. HCPS supports the following means of exchanging student information in order of preference:

a. SIF - Student Information Framework

b. Exchange of information through Clever - a third party vendor for exchanging common data for school systems

c. APIs to the HCPS SIS (PowerSchool)

d. LDAP - for authentication and authorization

e. File exchange to a vendor supported secure file transfer protocol server

The proposed solution for data exchange must be described in detail in the Offeror’s response.

2. If the proposed solution requires online authentication, the solution must support a single sign-on solution that does not require staff and/or students to have a separate username or password for accessing the vendor’s application.

3. If any component of the administration or reporting process is completed on a computer or handheld device, the following technical requirements must be met:

a. Browser Support

i. The ability assessment program shall have compatibility with the current versions of multiple browsers (at minimum, current versions of Internet Explorer, Firefox, and Chrome browsers). The ability assessment program must maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.

ii. The ability assessment program shall only require standard browser plugins.

1. User Interface

i. The ability assessment program shall provide an intuitive user interface that allows for ease of use by the end user: teachers (minimal clicks to execute tasks) and students (easily navigable).

* 1. Mobile Learning Devices

i. The ability assessment program shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS.

d. Computer, Software, and Network Specifications

i. The ability assessment program shall operate on the current devices utilized by HCPS, which are outlined below.

4. Student Computers – Elementary

* 1. Software

i. IOS – Window7 SP1 : 64bit

ii. Browsers – Internet Explorer 10 and Google Chrome 40.x+

iii. Java – 1.7.0\_55: 2014-2015 school year; 1.8.0\_x: 2015-2016 school year

iv. Adobe Reader – XI

v. Adobe Flash Player – 16.0.0.305: 2014-2015 school year; 17.0.x+: 2015-2016 school year

vi. Adobe Shockwave – 12: 2014-2015 school year; 12.1.7.x+: 2015-2016 school year

vii. Silverlight: 5.1.x

b. Hardware (based on Latitude 5440s model):

i. Dimensions & Weight

* + - 1. Width: 13.31" / 338mm
      2. Height: 1.1” / 26mm
      3. Depth: 9.3” / 235.60mm
      4. Weight 4.3 lbs

ii. 14-inch HD Anti-Glare LED display

iii. 120GB SSD Hard Drive

iv. Intel Core i5-4300 CPU @ 1.90GHz

v. 4GB DDR3 SDRAM

vi. 1600 MHz Front Side Bus

vii. USB Ports

1. 3.0 – 2

2. 2.0 – 1

viii. Video output:

1. VGA

2. HDMI

ix. Video Card

1. Intel integrated HD graphics 4600

x. Network Connections:

1. Built-in Wireless Card (802.11a/g/n)

2. 10/100/1000 Gigabit Ethernet

xi. Other inputs:

1. 2 speakers

2. Digital microphone

3. Integrated, noise reducing array microphone

4. Integrated HD video webcam and Dell Webcam Central software

5. IOS Devices - Elementary

a. Software

i. IOS version - 7.x

ii. Safari browser

b. Hardware (Based on iPad2)

i. Dimensions and Weight

1. Height: 9.50 inches

2. Width: 7.31 inches

3. Depth: 0.34 inches

4. Weight: 1.33 pounds

5. 1GHz dual-core Apple A5

ii. Display:

1. 9.7-inch (diagonal) LED-backlit glossy widescreen

2. Multi-touch with IPS technology

a. 1024x768 resolution at 132 pixel per inch

iii. 16GB Storage

iv. Wi-Fi

1. 802.11 a/b/g/n)

2. Bluetooth 2.1+EDR

v. Built in Camera:

1.Back camera - video recording, HD; still camera

c. Front camera - video recording, VGA; VGA still camera

vi. Power and Battery:

1. 25-watt-hour rechargeable lithium-polymer battery

2. Charging via power adapter or USB to computer system

vii. Input/Output and Sensors:

1. 30-pin dock connector port

2. 3.5-mm stereo headphone minijack

3. Built-in speaker and microphone

4. Digital compass

5. Accelerometer

6. Gyroscope

d. Hardware (Based on iPad Mini)

i. Dimensions and Weight:

1. Height: 7.87 inches (200 mm)

2. Width: 5.3 inches (134.7 mm)

3. Depth: 0.28 inch (7.2 mm)

4. Weight: 0.68 pound (308 g)

ii. Display:

1. 7.9-inch (diagonal) LED-backlit Multi-Touch display with IPS technology

2. 1024-by-768 resolution at 163 pixels per inch (ppi)

iii. 16GB Storage

iv. Wi-Fi:

1. 802.11a/b/g/n Wi-Fi (802.11n 2.4GHz and 5GHz)

2. Bluetooth 4.0 wireless technology

v. Cameras, Photos, and Video Recording

1. FaceTime HD Camera

2. 720p HD video

3. iSight Camera

4. Backside illumination

5. Tap to control exposure for video or still images

6. Photo and video geotagging

vi. Chip- Dual-core A5

viii. Fingerprint-resistant oleophobic coating

e. Hardware (Based on iPad Air)

i. Dimensions and Weight:

1. Height: 9.4 inches (240 mm)

2. Width: 6.6 inches (169.5 mm)

3. Depth: 0.29 inch (7.5 mm)

4. Weight: 1 pounds (469 g)

ii. Display:

1. Retina display

2. 9.7-inch (diagonal) LED-backlit Multi-Touch display

with IPS technology

3. 2048-by-1536 resolution at 264 pixels per inch (ppi)

4. Fingerprint-resistant oleophobic coating

iii. 16GB Storage

iv. Wi-Fi

1. (802.11a/b/g/n); dual channel (2.4GHz and 5GHz)

and MIMO

2. Bluetooth 4.0 technology

v. Cameras, Photos, and Video Recording

1. FaceTime HD Camera

2. Video Recording

3. iSight Camera

vi. Chip: A7 chip with 64-bit architecture and M7 motion

coprocessor

vii. Connectors and Input/Output

1. Dual Microphones

2. 3.5-mm stereo headphone minijack

3. Built-in speakers

4. Audio Playback

5. Frequency response: 20Hz to 20,000

6. Audio formats supported: AAC (8 to 320 Kbps), Protected AAC (from iTunes Store), HE-AAC, MP3 (8 to 320 Kbps), MP3 VBR, Audible (formats 2, 3, 4, Audible Enhanced Audio, AAX, and AAX+), Apple Lossless, AIFF, and WAV

6. The ability assessment program shall be compatible with the following Network specifications:

* 1. 100 Mbps Verizon TLS Data Circuit to Elementary and Special Program centers.
  2. 10 Gbps Verizon Data Circuit at main Data Center for WAN connectivity to all Elementary and Special programs.
  3. 5 Gbps COMCAST ENS WAN connectivity to all secondary schools.
  4. 4GB Comcast ENI Internet service to Data Center distributed to entire district via WAN circuits.
  5. CISCO ASA 5580’s FireWalls.
  6. Elementary Schools utilize a 1 Gbps backbone from the MDF to IDF’s.
  7. Elementary Schools utilize a combination of LightWeight or Autonomous CISCO access points connecting at 100 Mbps back to a CISCO POE or a switch utilizing power injectors.

7. Infrastructure and System Administration

a. The assessment system shall be deployed on servers and equipment hosted by the Successful Offeror.

b. The Successful Offerer will disclose any third party hosting used to host the assessment system including the physical location of servers and data.

c. The Successful Offeror will document compliance with all local, state, and federal laws related to student data privacy.

d. The Offeror shall describe what types of data encryption is used for stored data and data in-transit.

1. **Offeror Requirements:**

The Successful Offeror must exhibit proven business strength and longevity and a substantial track record of successful implementations in school districts of similar size in the past 4 years.

**IV. COUNTY RESPONSIBILITIES:**

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

**V. ANTICIPATED SCHEDULE:**

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

* Request for Proposals distributed August 12, 2015
* Advertised in newspaper August 9, 2015
* Pre-proposal conference August 19, 2015; at 9:00 a.m.
* Last day to receive questions August 21, 2016
* Receive written proposals September 11, 2015; 2:30 p.m.
* Conduct oral interviews with Offerors September 29, 2015
* Contract/installation begins November, 2015

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

1. **Annual Appropriations**

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

**B. Award of the Contract**

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

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

1. The Contract resulting from this RFP is not assignable.
2. Notice of award or intent to award may also appear on the Purchasing Office website: [http://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 fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

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

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

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

1. During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. For the purposes of this section, *“drug-free workplace”* means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**I. Employment Discrimination by Contractor Prohibited**

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

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

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

1. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

**J. Employment of Unauthorized Aliens Prohibited**

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

**K. Indemnification**

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

**L. Insurance Requirements**

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

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

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

**N. Offeror's Performance**

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

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

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

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

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

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

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

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

**P. Record Retention and Audits**

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

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

**Q. Severability**

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

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

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals.

All solicitations are posted on the County’s Internet site

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

**S. Subcontracts**

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

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

**T. Taxes**

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

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

**U. Termination of Contract**

1. 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 D) Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.

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

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

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

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

Pursuant to Virginia Code § 2.2-4354:

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

**AA.** 1. The contract period shall be from date of award through June 30, 2016. Contract prices shall remain firm for the contract period.

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

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

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

**BB. TOBACCO-FREE REQUIREMENT**

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

“Tobacco products” include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.   
  
“School property” includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

**VI. PROPOSAL SUBMISSION REQUIREMENTS**:

1. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
2. All erasures, interpolations, and other changes in the proposal shallbe signed or initialed by the Offeror.
3. The Proposal Signature Sheet **(*Attachment B***) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
4. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
   1. The time proposals are received shall be determined by the time clock stamp in the Purchasing Division. Offerors are responsible for insuring that their proposals are stamped by Purchasing Division personnel by the deadline indicated.
   2. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understand the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
   3. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
   4. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment C)**
   5. A proposal may be modified or withdrawn by the Offeror 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 **2:00 p.m., August 21, 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.

**VII. PROPOSAL RESPONSE FORMAT**:

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

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

2. Introduction

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

Proposal Signature Sheet – **Attachment B**

Proprietary/Confidential Information – **Attachment C**

Virginia State Corporation Commission Identification Number Requirement – **Attachment D**

Direct contact with Students **– Attachment E**

3. Executive Summary

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

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.

* + - * 1. Years in business
        2. Experience in the education market
        3. Number of current customers
        4. Number of employees proposed for the development and ongoing processes including training

1. References – provide a minimum of three (3) references who could attest to the Offerors past performance to provide services similar to those required for the contract. References shall be from other school districts. The list should include contact person’s name, position, telephone numbers, fax number and if available the e-mail or internet address. Offerors may not use Henrico County as one of their references. By submitting a proposal, the firm agrees to permit the County to contact the firm’s clients to confirm the quality of past work for those clients.

5. Provide copies of any services contracts to be executed in final agreement with your proposal response.

6. Identify any software licensing required by HCPS and provide samples of software licensing agreements and applicable maintenance agreements.

7. Provide a sample of a test and acceptance plan describing the typical test procedures and acceptance criteria based on the ability assessment program being proposed.

8. Provide a description of the multilingual capability of the ability assessment program being proposed, outlining languages supported and the additional costs, if any, for obtaining this capability.

9. Provide resumes of the proposed staff for this project and how long they have worked together as a team.

10. State that the firm, if selected, will be available for oral presentations and negotiations on September 29 2015.

11. Pricing Schedule - Provide detailed pricing for all costs associated with providing the services outlined in the Scope of Services, Section III of this RFP. List all categories separately, itemized for evaluation such as projected man-hours, hourly rates, and reimbursable expenses, if applicable. Include a statement that the Successful Offeror will provide all services as outlined in their proposal. Offerors are required to utilize a pricing schedule format similar to the list below and include ALL proposed costs associated with this project. Total Proposed cost shall represent a Turnkey Process. Define and include any costs not clearly listed below.

Total cost of Ability Assessment Software System (if applicable) to include data migration, technical support, implementation and any other fees associated with providing the services required.

Per pupil cost to add or subtract the total number of students from the ability assessment program

c. Training costs

d. Consumables (if applicable)

* + - * 1. List any other proposed cost that may be associated with this project. Indicate if an annual cost or a one-time cost.

12. Discuss the firm’s current workload with particular reference to the personnel and other resources being proposed along with staff continuity during the contract period. Provide a statement that the firm has the necessary resources to undertake an engagement of this magnitude and shall have demonstrated an ability to complete projects within the specified completion dates and on budget. Please provide an estimate of completion time in calendar days.

13. Reporting Capabilities – provide samples and descriptions of anticipated reports and other feedback during the process and reports available from the system for analyzing student learning.

14. Test & Acceptance - Provide detailed information with proposal submission as to the process that will be established to ensure successful implementation, testing and final system acceptance. System final acceptance testing shall be conducted in accordance with the implementation plan that is mutually agreed to and incorporated as part of the contract documents and shall occur November 30, 2015 or earlier if needed based upon lead time for ordering materials for the winter testing window.

15. Provide a detailed outline and description for the training program that will be offered to HCPS staff as part of the contract.

16. Proposals shall include samples of testing materials.

17. Offerors shall submit any agreements to which HCPS may be requested to agree to as part of the final award.

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

19. Implementation Plan – Provide a projected schedule for providing key phases of the project, including staff training, data migration and file upload requirements, implementation planning and support, technical support,

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

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

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

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

|  |  |  |
| --- | --- | --- |
|  | **EVALUATION CRITERIA** | **WEIGHT** |
| 1. | Functional Requirements   * Extent to which the proposed ability assessment program and software meet the RFP’s functional requirements * Compliance with the RFP’s technical requirements * Extent of modifications required to meet requirements * Ease of use * Reporting capability/sample reports demonstrating this capability * Multilingual capability * Mutiple testing options * Content, features, and functions of the proposed ability assessment program * Ability of the proposed system to meet both elementary needs and the flexibility to meet future needs of HCPS | 25 |
| 2 | Implementation Services   * Project Approach * Project Plan and Schedule * Project Management * Implementation plan and criteria * Training – methodology, support * System Acceptance * Current Workload and ability to complete required work within HCPS schedule | 25 |
| 3 | Experience and Qualifications of Firm   * Installations (number and size) in K-12 environment * Financial Stability of Firm * References | 15 |
| 4 | Experience and Qualifications of Proposed Staff   * Resumes of proposed staff * Team organization and amount of experience as a team * Availability and degree of support services | 10 |
| 5 | Price | 20 |
| 6 | Quality of proposal submission/oral presentations | 5 |

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

**ATTACHMENT A**

**INSURANCE SPECIFICATIONS**

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

**Workers’ Compensation**

Statutory Virginia Limits

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

$100,000 for each Disease by employee

$500,000 policy limit by Disease

**Commercial General Liability - Combined Single Limit**

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

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

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

$1,000,000 Personal and Advertising injury

$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage, unless given the scope of the work this requirement is waived by Risk Management.

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

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

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

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

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

**Attachment B**

**SUBMIT THIS FORM WITH PROPOSAL**

**PROPOSAL SIGNATURE SHEET**

**Page 1 of 2**

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

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

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

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

Attachment B

Page 2 of 2

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

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

**(Check all that apply.)**

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

eVA Registered? **□ Yes □ No**

**□ SMALL BUSINESS**

**□ WOMEN-OWNED BUSINESS**

**□ MINORITY-OWNED BUSINESS**

**□ SERVICE DISABLED VETERAN**

**□ LARGE**

**□ NONPROFIT**

**□ NONE OF THE ABOVE**

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

**definitions**

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

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

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

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

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

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

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

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

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

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

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

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

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

**ATTACHMENT C**

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

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

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342.F in writing, either before or at the time the data or other material is submitted.  The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary.  The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.  In addition, a summary of proprietary information submitted shall be submitted on this form.  The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.  If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

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

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**

**REGISTRATION INFORMATION**

**The Bidder or Offeror:**

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

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

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

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

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

# ATTACHMENT E

**BID/PROPOSAL RESPONSE**

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

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

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

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

*Signature of Authorized Representative*

*Printed Name of Authorized Representative*

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