**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.

COMMONWEALTH OF VIRGINIA

###### COUNTY OF HENRICO



**PROFESSIONAL TEMPLATE**

**REVISED -07/28/2015**

**RFP # 15-1031-8VK**

DEPARTMENT OF FINANCE

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

PURCHASING DIRECTOR

August 26, 2015

**REQUEST FOR PROPOSAL**

**ANNUAL CONTRACT FOR ENGINEERING AND RELATED SERVICES,**

**GEOTECHNICAL, QUALITY CONTROL AND SPECIAL INSPECTIONS**

**COUNTY OF HENRICO, VIRGINIA**

Your firm is invited to submit a proposal to provide Annual Engineering and Related Services, Geotechnical Quality Control and Special Inspections in accordance with the enclosed specifications. The submittal, consisting of the original proposal and **six (6)** additional copies marked, **“A Proposal for Engineering and Related Services, Geotechnical, Quality Control and Special Inspections"**, will be received no later than **3:00 p.m., September 25, 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://henrico.us/purchasing/**](http://henrico.us/purchasing/)**.** To download the RFP, click the link and save the document to your hard drive. To receive an email copy of this document, please send a request to: [**kam001@henrico.us**](mailto:kam001@henrico.us)

Time is of the essence and any proposal received after **3:00 p.m., September 25, 2015**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Division, Department of Finance. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Division personnel by the deadline indicated.

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

The awarding authority for this contract is the Board of Supervisors. A separate contract shall be awarded by the County School Board of Henrico County, Virginia, for Henrico County Public Schools.

Technical questions concerning this Request for Proposal should be submitted to Vin Kamatchi, Purchasing Analyst II, via email at [kam001@henrico.us](mailto:kam001@henrico.us) no later than September 10, 2015.

Very truly yours,

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

Purchasing Director

Vin Kamatchi, VCO

Purchasing Analyst II

kam001@henrico.us

(804)501-5680

8600 STAPLES MILL ROAD / P O BOX 90775/HENRICO VA 23273-0775

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

REQUEST FOR PROPOSAL

**ANNUAL CONTRACT FOR ENGINEERING AND RELATED SERVICES,**

**GEOTECHNICAL, QUALITY CONTROL AND SPECIAL INSPECTIONS**

**COUNTY OF HENRICO**

**I. INTRODUCTION:**

The purpose of this RFP is to select a qualified Engineering firm to provide all engineering services necessary to render geotechnical reports, environmental site assessments and related quality control and testing of soils, concrete, masonry, pavements and structural steel for the design and/or construction of Henrico County General Government and School Board Projects such as schools, libraries, fire stations, etc.

There are many types of new construction and renovation projects to which this agreement may apply. Capital projects for general government and schools that are active following the execution of a contract resulting from the RFP are candidates for services under the contract.

The contract term will be limited to one year or when the cumulative total project fees reach the maximum amounts described below. The contract may be renewable for two additional one-year periods at the option of the County. The project fees shall not exceed three hundred thousand dollars ($300,000) for any single project. The total amount for all projects performed shall not exceed one and one half million dollars ($1,500,000) for the contract term. The award of this contract shall be to one Offeror.

The resulting contract for this RFP and subsequent tasks as well as contracts required for the construction will be administered by Henrico County General Government or Henrico County Public Schools here after referenced as Henrico County.

The County of Henrico, Virginia (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.

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

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

09-01-12 to 09-01-13 $96,101.39

09-02-13 to 09-01-14 $393,856.29

09-02-14 to 08-11-15 $449,524.77

**III. SCOPE OF SERVICES:**

**A. GEOTECHNICAL ENGINEERING SERVICES**

The geotechnical engineering and quality control and testing services will include, but not be limited to, the following:

**1. Services:**

The Successful Offeror shall include general analysis and geotechnical recommendations for developing the site. The proposed services shall include (1) field exploration and sampling, (2) inspection of the boring stakeout and investigation, (3) provide and coordinate with the County annual contract utility locator company, or where directed an independent utility locator company, to mark all utilities prior to commencement of work on the site, (4) soil laboratory testing, (5) provide daily reports and logs, (6) a geotechnical engineering report, and (7) distribution of documents.

**2. Reporting:**

From the data obtained from the field and laboratory, the Successful Offeror shall render a report (electronic plus four copies) in which the following are fully developed:

a. Estimated subsurface conditions and ground-water levels within the area explored.

b. Recommendations for a shallow foundation system for supporting the proposed building(s) including a recommended allowable soil bearing pressure, bearing elevations, and anticipated building settlement for spread footings on natural soils and/or compacted structural fill.

c. Recommendations for preliminary site work and grading operations.

d. Pavement design and installation recommendations for both Portland cement concrete and asphaltic concrete pavements.

e. Recommendations for floor slab support, earthwork requirements, and construction considerations regarding handling of critical soils.

**3.** The Successful Offeror shall provide a detailed evaluation to the County when rock is anticipated or encountered on site. The Successful Offeror shall collaborate with the County’s project manager to determine what additional evaluations are necessary. Such work may include, but is not limited to additional borings, subsurface exploration, revision of proposed design grades, and revision to location of proposed building and/or site improvements.

1. The Successful Offeror shall be responsible for the repair or replacement of any utility damaged by work under this agreement to the complete satisfaction of the County.
2. In addition to the professional services required for analysis and recommendations, the following minimum field and laboratory services shall be included if specified by the parties for the project:
   * + 1. Site visit and layout by Geotechnical Offeror.
       2. Mobilization of drilling equipment.
       3. Standard penetration test borings as follows:
   * In building area: Approx. 20 feet deep
   * In paved areas: Minimum 5 feet deep
     + 1. Particle size analysis of soils.
       2. Atterberg limits of soils.
       3. Natural moisture content of soils.
       4. California Bearing Ratio Test of soils with proctor and classification.

**6. Soils:**

Based upon observation and/or taking of samples and subsequent testing/analysis, the Successful Offeror shall give advice and make recommendations to the County as to the suitability of both the in situ and structural fill soils to carry the intended loads. Where the Offeror determines that the on-site soil is not suitable and must be replaced, the Successful Offeror shall determine the extent of removal and shall validate quantities removed to the County. Where structural fill soils are to be placed, the Successful Offeror shall observe their placement, and by appropriate testing shall determine degree of compaction against the specified requirements.

**7. Concrete:**

The Successful Offeror shall observe, sample, and test the placement of all cast-in-place Portland cement concrete (including pavements) as appropriate to assure compliance with the drawings and specifications. Testing shall include the compression breaking of cylinders prepared by the Successful Offeror and the timely rendering and distribution of reports on the test results.

Reports shall also include other pertinent data observed at the time of placement of the mix as required by the specifications.

a. When fabrication of structural load bearing members is performed at a fabricator's shop, the Successful Offeror shall be responsible for the special inspections required by the current Virginia Uniform Statewide Building Code, and as it may be amended, and shall render a report of such inspection as required by VUSBC.

b. When special inspections for concrete structures are required, the Successful Offeror shall be responsible for the special inspections required by the current Virginia Uniform Statewide Building Code, and as it may be amended.

c. When pile foundations are required, the Successful Offeror shall be responsible for the special inspections required by the current Virginia Uniform Statewide Building Code, and as it may be amended.

d. When directed by the County in writing, the Successful Offeror R shall have the authority to reject substandard concrete before placement. Rejection shall be based on written minimum standards and testing requirements put forth in the construction contract between the County and Contractor.

1. **Masonry:**

The Successful Offeror shall be responsible for the special inspections requirement in the current Virginia Uniform Statewide Building Code, and as it may be amended, and shall render a report of such inspections as required by VUSBC.

1. **Pavements:**

The Successful Offeror shall assure that all pavements, both Portland cement and asphaltic concrete, are placed in strict accord with the drawings and specifications. Particular emphasis is to be given to the required depth of paving and the adequate preparation of sub grades.

1. **Structural and Cold Formed Steel:**

The Successful Offeror shall be responsible for the special inspections requirement in the current Virginia Uniform Statewide Building Code, as amended, and shall render a report of such inspections as required by VUSBC.

1. **Wood Trusses:**

The Successful Offeror shall be responsible for the special inspections requirement in the current Virginia Uniform Statewide Building Code, as amended, and shall render a report of such inspections as required by VUSBC.

**12. Extent of Authority:**

The Successful Offeror shall act on behalf of the County in matters of on-site quality control as outlined above. However, the Successful Offeror shall act only in the capacity of making recommendations to the County or its designated representative and shall not have authority to: (a) stop the work; (b) supervise and/or direct the work of other contractors; or (c) change the drawings and/or specifications. In any instance when the Successful Offeror determines that work is being done in non-compliance with the drawings and specifications, the Successful Offeror shall immediately report the non-compliance to the General Contractor and inform it that the Successful Offeror will recommend to the County, or its designated representative, that the non-complying work be rejected. When authorized by the County in writing, the Successful Offeror shall have the authority to reject substandard concrete prior to placement.

**B. ENVIRONMENTAL SERVICES:**

When specified by the parties for each project, the Successful Offeror shall provide all labor, materials, services and supervision necessary to perform professional environmental services as hereinafter stated, these services shall include Phase I and Phase II Environmental Site Assessments and other related services such as may be required to determine the potential liabilities resulting from past uses of land parcels and potential impacts associated with proposed actions/uses on the parcels. The Successful Offeror represents that it will perform all tasks in accordance with generally accepted professional standards and will perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing in the same locality under similar conditions.

**1. Phase I Environmental Site Assessments (ESAs):**

Phase I ESAs shall be conducted in a manner so as to identify the potential for hazardous substances or petroleum products ("recognized environmental conditions") to be present at subject sites. The assessment shall be performed in substantial conformance with ASTM E-1527, "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process", which consists of four basic elements: 1) a records review, 2) site reconnaissance, 3) interviews, and 4) findings report. The report shall contain the Successful Offeror’s assessment of recognized environmental conditions at the site. As a minimum, the Successful Offeror shall perform the following tasks to achieve the objective of the Phase I ESA.

**a. Records Review**:

The following appropriate local, state, and federal records shall be reviewed:

National Priority List (NPL) sites and Resource Conservation & Recovery Act, Treatment Storage and Disposal (RCRA TSD) facilities within one mile of the assessment site; Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) facilities, and state and local government records as related to landfills and reported leaking underground storage tank lists within one-half mile of the assessment site; RCRA generators, and state and local government records as related to registered underground storage tanks and other incidents of environmental impairment on the assessment site and abutting properties; and Emergency Response Notification System (ERNS) listings for the assessment site.

**b. Phase I ESA:**

The Phase One ESA shall include review of reasonably ascertainable documentation such as aerial photographs, property tax files, recorded land titles and other standard historical sources as defined by ASTM when necessary, to develop a history of site use from 1940 or earlier. The Phase One ESA shall be completed within twenty (20) working days of the date the County issues an authorization to proceed to the Successful Offeror, unless otherwise agreed to by both the County and the Successful Offeror.

**c. Site Reconnaissance:**

A site reconnaissance and walk-through of on-site structures shall be performed in order to observe present activities at the site; evidence of septic systems, and other on- and off-site waste disposal areas; chemical usage, storage, treatment, and disposal practices; evidence of underground storage tanks such as vent pipes or filler caps; electrical equipment with dielectric fluids containing PCBs and heating/cooling equipment; visual evidence of recognized environmental conditions such as drums, stained soils, pools of liquid, stressed vegetation, solid waste, and pits, ponds or lagoons; and other evidence of recognized environmental conditions included in ASTM E-1527. A photographic record shall be made of the above items if they are encountered.

**d. Interviews:**

Where possible and appropriate, interviews shall be conducted with the following:

Relevant and readily accessible former occupants of the site regarding activities at the site such as current and previous site uses, septic systems, chemical storage and disposal practices, and waste disposal practices; local and state officials regarding recognized environmental conditions at the site, present and past owners, if readily accessible, to develop a history of the assessment site; and other persons knowledgeable with the site history and conditions such as a key site manager, if readily accessible.

**e. Environmental Site Assessment Report:**

After the completion of the records review, site reconnaissance, and interview tasks, the Successful Offeror shall prepare an Environmental Assessment Report that documents the findings and evidence of recognized environmental conditions. Information sources supporting the analysis shall be documented in the Report. The Report shall contain an executive summary and recommendations, including recommendations for Phase II ESA studies when deemed necessary.

1. **Phase II Environmental Site Assessment:**

In the event those additional, more in-depth, site evaluation activities are needed to assess the potential for “recognized environmental conditions” to be present at the site, the Successful Offeror r will perform a Phase II ESA if agreed by the parties.

Following the County’s approval of a cost and schedule proposal, the Successful Offeror shall provide the following types of environmental services as specified in the proposal, including chemical analysis (using qualified subcontractors where necessary, e.g., subsurface drilling and chemical analysis): Surface soil sampling; Subsurface soil sampling; Surface water sampling; Monitoring well installation; Groundwater sampling; Soil gas (methane) monitoring; UST Assessment/Closure.

**C. SPECIAL INSPECTIONS, EVALUATIONS AND REPORTING:**

* 1. The Successful Offeror shall provide requested Special Inspections in accordance with Virginia Uniform State Wade Building Code and Henrico County Building Inspection requirements. Offeror shall coordinate Special Inspections with the Architect and engineer and the Contractor.
  2. The Successful Offeror shall provide all special inspections, evaluations and reports in a timely manner and in accordance with proper Engineering standards.
  3. Daily And Deficiency Reports:
     + 1. The Successful Offeror shall provide the County, or its designated recipient, legible copies of all draft daily reports and logs within 24 hours, when requested by the County’s project manager.
       2. The Successful Offeror shall include digital photographs with daily reports, when requested by County’s project manager.
       3. The Successful Offeror shall keep an electronic copy of all daily reports, deficiency reports and logs and provide a copy to the County upon request.
  4. The Successful Offeror shall timely provide full Special Inspections Reports as required to meet contract and Henrico County Building Inspection requirements. All deficiency reports shall be provided to the County within 24 hours.

1. **DISTRIBUTION OF DOCUMENTS:**
2. The Successful Offeror shall provide and maintain electronic access to all documents resulting from services provided under this contract. Documents shall include, but not limited to proposals, invoices, reports, test, field reports, studies, deficiencies, logs and certifications. Distribution of paper versions of the documents may also be required and will be established with the Successful Offeror.

**IV. COORDINATION AND RESPONSE:**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

**V. PROJECT SCHEDULE:**

It is essential that the project design and construction are performed in a timely manner. The following schedule details the dates for the initial proposal/interview/contract portions of the project.

Request for Proposal Distributed August 26, 2015

Last Day to Submit Questions September 10, 2015

Receipt of Written Proposals for A/E Services September 25, 2015 – 3:00 P.M.

Evaluation of Written Proposals October 2015

Interview of Firms Selected October 15, 2015

Negotiation of Contract October/November 2015

Award of A/E Contract by Board of Supervisors November 2015

Award of A/E Contract by School Board November 2015

A/E Notice to Proceed December 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.

4. Notice of award or intent to award is posted on the Purchasing Office website: <http://henrico.us/purchasing/>.

**C. Collusion**

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

**D. Compensation**

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

**E. Controlling Law and Venue**

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

**F. Default**

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

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

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

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

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

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

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

**I. Employment Discrimination by Contractor Prohibited**

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

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

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

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

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

**J. Employment of Unauthorized Aliens Prohibited**

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

**K. Indemnification**

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

**L. Insurance Requirements**

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

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

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

**N. Offeror's Performance**

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

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

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

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

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

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

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

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

**P. Record Retention and Audits**

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

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

**Q. Severability**

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

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

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

All solicitations are posted on the County’s website, located at: <http://henrico.us/purchasing/>

**S. Subcontracts**

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

2.   The County encourages the contractor to utilize small, women-owned, and minority-owned business enterprises.  For assistance in finding subcontractors, contact the Supplier Relations Manager (804-501-5689) or the Virginia Department of Small Business & Supplier Diversity (SBSD) at [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 at <http://henrico.us/pdfs/hr/risk/env_policy.pdf> which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation.  The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

**X. Safety**

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

1. 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.
2. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

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

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

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

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

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

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

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

Pursuant to Virginia Code § 2.2-4354:

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

**AA. Contract Period**

1. The Contract period shall be for a one-year period beginning from the date of award. 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 B***) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
4. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
   1. The time proposals are received shall be determined by the time clock stamp in the Purchasing Division. Offerors are responsible for insuring that their proposals are stamped by Purchasing Division personnel by the deadline indicated.
   2. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understand the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
   3. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
   4. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment C)**
   5. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Division in writing of its intentions.
5. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
6. Modified and withdrawn proposals may be resubmitted to the Purchasing Division up to the time and date set for the receipt of proposals.
7. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
8. The County welcomes comments regarding how the proposal documents, scope of services, or drawings may be improved.  Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings shall submit technical questions concerning the Request for Proposal no later than September 10, 2015 in writing.  Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative.  **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
9. All proposals received in the Purchasing Division on time shall be accepted. All late proposals received by the Purchasing Division shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

**VIII. PROPOSAL RESPONSE FORMAT**:

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

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

2. Introduction

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

Proposal Signature Sheet – **Attachment B**

Proprietary/Confidential Information – **Attachment C**

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

Direct Contact with Students – **Attachment E**

3. Executive Summary – Narrative to include at 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. **(If Applicable)**

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

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

4. Pricing Schedule

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

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

* 1. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that 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 * Demonstrated organizational structure and management that results in administrative, testing, reporting and scheduling cost efficiencies * Demonstrated knowledge and understanding of Henrico County Road and Utility standards, 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 * Financial Stability of the Firm * References * Resumes (experience) of proposed management and installation staff (including any Professional Registrations, Technical Training Certifications) * Special experience, technical capabilities, professional competence, and qualifications of the Offeror. * Past cost performance, project scheduling performance and general overall completion on time of past projects | 30 |
| Quality of submission/presentation. | 5 |
| TOTAL | 100 |

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

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

##### ATTACHMENT A – 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**

**SUBMIT THIS FORM WITH PROPOSAL**

**PROPOSAL SIGNATURE SHEET**

**Page 1 of 2**

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

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

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

|  |
| --- |
| LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME): |
|  |
| ADDRESS: |
|  |
|  |
| SIGNATURE: |
| NAME OF PERSON SIGNING (print): |
| TITLE: |
| TELEPHONE: |
| FAX: |
| E-MAIL ADDRESS: |
| DATE: |
| MY/OUR VIRGINIA ARCHITECT/ENGINEERS REGISTRATION NUMBER IS: |

Attachment B

Page 2 of 2

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

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

**(Check all that apply.)**

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

eVA Registered? **□ Yes □ No**

**□ SMALL BUSINESS**

**□ WOMEN-OWNED BUSINESS**

**□ MINORITY-OWNED BUSINESS**

**□ SERVICE DISABLED VETERAN**

**□ LARGE**

**□ NONPROFIT**

**□ NONE OF THE ABOVE**

**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 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 E

**BID/PROPOSAL RESPONSE**

Name of 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)*