**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.

DEPARTMENT OF FINANCE

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

PURCHASING DIRECTOR

.

COMMONWEALTH OF VIRGINIA

###### COUNTY OF HENRICO



**RFP #15-1025-8JK**

**August 10, 2015**

**REQUEST FOR PROPOSAL**

**ENGINEERING SERVICES**

**WOODMAN ROAD EXTENSION PROJECT**

**DEPARTMENT OF PUBLIC WORKS**

**COUNTY OF HENRICO, VIRGINIA**

Your firm is invited to submit a proposal to provide professional engineering services for the County of Henrico in accordance with the enclosed specifications. The submittal, consisting of the original proposal and **five (5)** additional copies marked, “**Henrico County** **Woodman Road Extension Project Proposal**", will be received no later than **2:30 p.m. September 4, 2015** by:

IN PERSON OR SPECIAL COURIER U.S. POSTAL SERVICE

County of Henrico County of Henrico

Department of Finance Department of Finance

Purchasing Division OR Purchasing Division

**8600 Staples Mill Road 🡨 NEW ADDRESS** P O Box 90775

**Henrico, Virginia 23228** Henrico, Virginia 23273-0775

**This RFP and any addenda are available on the County of Henrico Purchasing website at** [**http://www.co.henrico.va.us/genserv/purchasing/**](http://www.co.henrico.va.us/genserv/purchasing/)To download the RFP, click the link and save the document to your hard drive. To receive an email copy of this document, please send a request to: [kid01@.henrico.us](mailto:kid01@.henrico.us)

Time is of the essence and any proposal received after **2:30 p.m., September 4**, **2015** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Division, Department of Finance. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Division personnel by the deadline indicated.

**A pre-proposal conference will be held on August 20, 2015, at 2:00 pm at the Purchasing Office Conference Room 1590 East Parham Road, Henrico VA 23228. Offerors are strongly encouraged to attend the pre-proposal conference. ONLY two (2) representatives per team will be allowed to be present for the meeting. A teleconference number has been established for suppliers who are unable to travel to the County of Henrico. To join the meeting, call 804-501-7555 and enter meeting ID 7002. 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 the Board of Supervisors.

Questions concerning this Request for Proposal should be submitted to Mr. John Kida at [kid01@co.henrico.va.us](mailto:kid01@co.henrico.va.us)

no later than August 24, 2015.

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

Purchasing Director

John Kida, CPPB

Senior Purchasing Officer

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

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

**REQUEST FOR PROPOSAL**

**ENGINEERING SERVICES**

**WOODMAN ROAD EXTENSION PROJECT**

**DEPARTMENT OF PUBLIC WORKS**

**COUNTY OF HENRICO, VIRGINIA**

1. **INTRODUCTION**

The intent and purpose of this Request for Proposal (RFP), and the resulting contract, is to obtain the services of a qualified engineering firm to provide engineering services for the extension of Woodman Road from Greenwood Road to Jeb Stuart Parkway just west of Brook Road. This road has been planned since the mid-1950’s, and is included as a Minor Arterial on the County’s 2026 Major Thoroughfare Plan.

The Successful Offeror shall perform professional engineering services as hereinafter stated which includes normal civil engineering services, normal surveying services incidental thereto and environmental work, including preparation of all environmental documents and acquisition of permits required for project construction. The Engineer(s) represents that it will perform all tasks in accordance with generally accepted professional standards and the Engineer(s) further represents that it will provide the County the best possible advice and consultation within the Engineer's authority and capacity as a professional engineer. The Engineer(s) will comply with the regulations, laws, ordinances and requirements of all governmental environmental impact statements applicable to the project.

**II. SCOPE OF SERVICES:**

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

1. **Description of Work:**
2. This project will construct approximately 1.38 miles of new Class VIII roadway, extending Woodman Road from Greenwood Road to Jeb Stuart Parkway just west of Brook Road. This new road will consist of a four-lane, divided roadway and a ten (10) foot shared-use path along the north side of the road within a 100’ right-of-way, with curb and gutter, drainage improvements, utilities, environmental compliance, traffic signals, associated turn lanes, and landscaping.
3. A Traffic signal will be installed at the intersection of Woodman and Greenwood Roads. A Traffic Signal Warrant Analysis will be conducted for the intersection of Woodman Road and Magnolia Ridge Drive. Pending the results of the warrant analysis, a traffic signal will be installed at this intersection, or provisions will be provided for a future signal.
4. Woodman Road extended is to have an at-grade intersection with Winfrey Road. Successful Offeror will evaluate options as to how best to tie Winfrey Road into Woodman Road extension that will be presented to the County for decision.
5. Old Greenwood Road will not intersect with Woodman Road extended. Old Greenwood Road is to be converted to cul-de-sacs on either side of Woodman Road extended.

**B. Roadway**

1. All Plans and specifications shall be based on the latest County, Virginia Department of Transportation (VDOT), and federal specifications, standards, and guidelines using English Units. It is assumed the roadway will be designed with a 50 mph design speed, posted at 45 mph; however, consideration must be given to curve geometry of the proposed layout. The roadway alignment shall be determined with County approval and be based upon applicable engineering criteria, including, but not limited to, minimization of impacts to citizens, private property, floodplain, wetlands, and streams, and maximizing usage of existing rights-of-way.

2. Plans shall show finished grades and alignment in detail. Alignment shall be computed from field surveys. Grades are to be within standards for a Minor Arterial class of roadway.

3. These plans will include, but are not limited to, the following:

* Roadway, existing and proposed, including edge of pavement and typical sections.
* Roadway profiles and cross-sections every 25’.
* Roadway alignment, grades, summaries.
* Metes and bounds where required.
* Right-of-way, existing and proposed; easement lines, existing and proposed, property lines with owner and property identification number, and summarized right-of-way data sheets.
* Drainage ditches, pipe size, and elevations of structures, including underdrains.
* All necessary crossing details, related hydraulic information, and supporting geotechnical and structural details.
* All required stormwater calculations.
* Water and sewer relocations.
* All needed easements and rights-of-way
* Erosion and sediment control plans, details, and sequencing.
* Wetland delineation and proposed stream diversions along with RPA, RMA and 100 year flood plain lines, as applicable.
* Footprint and profile of any mainline proposed structure.
* Guardrail details.
* Pavement marking and signing plan.
* Maintenance of Traffic plans and details on any required detours.
* Construction phasing, and sequence of construction.

4. It should be assumed there will be 30%, 70%, Utility Coordination, Public Hearing (90%), and 100% plan submissions. Successful Offeror will be present at staff review meetings following each of these milestone submissions. Successful Offeror is to prepare and provide minutes at each of these milestone meetings.

1. Printing to be sufficiently large that it can be read when standard plan sheets (24”X36”) are reduced to ½ scale. Plan scale is to be 1 inch = 25 feet horizontal.
2. This project will be bid as a unit-cost contract. Plans, specifications, and special provisions must include all applicable definitions, supporting information, and quantity summaries.
3. Successful Offeror shall provide the County with Mylars and electronic digital plan files showing all plan sheets for the project in AutoCAD format compatible with County system. Roadway and Traffic Signal Plans may be prepared using AutoCAD or MicroStation; but at project completion, digital files are to be presented to the County in the latest version of AutoCAD. At project conclusion, all applicable, roadway, environmental, and water resource data shall be presented in an acceptable format that is compatible with County GIS. County will supply County used layer structure elements for layer transfer.
4. Successful Offeror shall prepare final cost estimate, construction plans with easement information, where necessary, specifications, and contract documents. Successful Offeror shall prepare contract documents to include bid forms, notice to bidders, advertisement, bid proposal, contract forms, bonding and insurance requirements, and technical specifications. Successful Offeror will evaluate the contractor’s qualification statement (AIA 305) check past work references and make a recommendation for award for the lowest responsive and responsible bidder.
5. **Traffic**
6. Successful Offeror shall prepare a comprehensive traffic study for this project that will be submitted to the County for review and approval. This report shall be sealed by a Professional Engineer who holds a valid licensure in the Commonwealth of Virginia.
7. All traffic signals must be consistent with current County equipment, as specified by the County Traffic Engineer. All traffic signals must be fully compatible with, and successfully interface with, the County’s Advanced Traffic Management System (ATMS). Additionally, all traffic signals must be have Uninterrupted Power Supply (UPS) battery backup system approved by the County.
8. Maintenance of Traffic plans must be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
9. **Environmental**
10. Successful Offeror should assume project will be funded with County and State funds, and ensure the project complies with all applicable environmental regulations and protocols.

2. Successful Offeror to determine need and prepare all necessary environmental documentation, including, but perhaps not limited to, wetland delineation, RPA and RMA boundaries, and 100 year flood plains where required for environmental permits and show these elements on plans. Consultant will be responsible for preparing all environmental permits documents with associated backup materials for Director’s signature and represent the County at any hearings and meetings related to these permits. Successful Offeror will provide County advanced noticed of all field meetings with regulatory agencies so that the County can be present.

3. Successful Offeror to prepare and submit to County for signature, and submit to the Virginia Marine Resource Commission (VMRC) a preliminary joint permit application that details all anticipated wetland and stream impacts. Successful Offeror shall offer professional recommendations to the County as to how to best mitigate these impacts during construction. Should the mitigation requirements be best satisfied by purchase of credits from an approved wetland bank, consultant will be responsible for soliciting costs of mitigation credits from at least three approved wetland banks having credits available in this watershed on the County’s behalf. Should the mitigation requirements be best satisfied on-site, consultant shall prepare mitigation plans and all associated permits, studies, and reports.

1. Successful Offeror shall prepare all required documentation associated with Virginia Stormwater Management Program (VSMP). This includes preparation and submission of the Stormwater Pollution Prevention Plan (SWPPP) book that will be kept in the field and updated/edited with inspections as Construction moves forward. Successful Offeror shall conduct all necessary SWPPP inspections, and prepare all necessary submissions for County signature, as well as all documentation to SWPPP, as required.
2. Successful Offeror to design to, and comply with, all current applicable stormwater regulations.
3. Successful Offeror will prepare noise study that would evaluate possible noise walls on the project, as required on a state funded project.
4. **Geotechnical**
5. Successful Offeror to provide all necessary geotechnical surveys and services, including subsurface exploration and laboratory testing, to provide sufficient data for structure and pavement design, slope stability, settlement analysis, foundation design, and excavation limits.
6. Successful Offeror shall prepare a comprehensive geotechnical report for this project that will be submitted to the County for review and approval. This report shall be sealed by a Professional Engineer who holds a valid licensure in the Commonwealth of Virginia.
7. Successful Offeror shall be capable to provide all necessary geotechnical services that may be required to complete Design and during Construction.
8. **Structures**
9. Successful Offeror shall prepare all necessary plans, structural calculations, supporting, data, and specifications for the construction of the two Henrico floodplain crossings.
10. The Successful Offeror will present to the County an alternatives analysis report for each of the two crossing structures. This report will describe the crossing options and be summarized according to applicable decision criteria, based upon guidance from County staff. These criteria may include cost, aesthetic enhancements, environmental impacts, personal property impacts, time of installation, ongoing maintenance costs, design life of structure, etc. The County will then select the preferred alternative for each crossing.
11. **Water Resources**
12. Successful Offeror shall prepare all drainage calculations and data necessary to design drainage facilities in accordance with applicable Henrico and VDOT standards. Calculations to be submitted with Staff Review Plans. These calculations shall include, but are not limited to, all roadway drainage, all hydrologic and hydraulic analysis of crossings, floodplain analysis, stormwater management, and erosion and sediment control.
13. The proposed alignment will have two (2) crossings of the Henrico 100-year floodplain. These crossings should be designed so that: (A) the 10-year storm does not overtop the roadway; (B) the 100-year storm does not overtop the roadway centerline by more than six (6) inches; and (C) there is no increase to the upstream or downstream 100-year floodplain.
14. Any floodplain revision submission must be such that County GIS can be updated directly from the data set. Data shall be supplied in a format compatible with the DPW GIS system. The data shall be supplied in ESRI File Geodatabase format, including projection information and associated data files including metadata compliant with the Federal Geographic Data Committee requirements. As an alternate, ESRI Shape (.SHP) files that include the same information may be supplied.
15. **Private Utility Relocations**
16. The Successful Offeror is to coordinate utility designation and location during preliminary field investigations. The Successful Offeror is responsible to coordinate with all public and private utilities that will be affected by this project.
17. The utility easements (blue lines) required for any necessary relocations shall be included on the plans, and summarized on the right-of-way data sheet.
18. The Successful Offeror is to assist the County in facilitating all necessary utility relocations by assuming the lead coordinating role.
19. This project will traverse an approximately 100’ wide Dominion Virginia Power easement that contains power transmission distribution lines. The roadway alignment should avoid adversely impacting existing towers.
20. **Public Utility Improvements**
21. A 16” waterline is to be designed to run the entire length of the project.
22. This project will cross existing sanitary sewers that must be adequately protected.
23. **Public Participation**

Successful Offeror shall prepare plans, exhibits, brochures, and presentations, and attend and assist the County with any public meetings and public hearings. It should be assumed there will be two Citizens Information Meetings (30% and 90%), and a public hearing.

1. **Right-of-Way and Easement Acquisition Support**

1. Successful Offeror shall provide property information on right-of-way data plan sheets for right-of-way and easement acquisition, including parcel numbers, property information, and breakdown of takes and remainder in acres and square feet.

2. Successful Offeror is to support County during right-of-way and easement acquisitions. This support includes, but is not limited to: preparation of individual property plats that are utilized for acquisitions, preparation of schematics and supporting information that might be requested for a specific acquisition, and staking of right-of-way and easements, if requested.

3. The right-of-way data sheet and plan sheets shall be updated with revisions resulting from acquisition of right-of-way and easements.

1. **Surveying**
2. Surveys to be detailed to establish centerline of all roadways, property lines, utility lines and structures, and topographical features. Benchmarks to be approximately every 500 feet. Stations every 100 feet, cross sections every 25 feet, and profiles every 25 feet and at grade breaks. Elevations of tops and inverts of all manholes and drainage structures, and tops of all valve boxes are to be obtained in the field. Survey notes and/or disks of location and control of found property corners shall be made and turned over to County upon completion of construction.
3. Field surveys are to utilize NAD 83 (horizontal) and NAVD 88 (vertical) datum without factor adjustments made for project coordinates.
4. The Successful Offeror shall provide all needed survey for completion of this project, including construction stake-out.
5. Successful Offeror to provide installation of right-of-way monumentation at time of County acceptance of constructed project. All monuments must be set by a registered Licensed Surveyor holding a valid licensure in the Commonwealth of Virginia.
6. The Successful Offeror will prepare citizen notification letters for all field activities that comply with applicable State and County guidelines. The County will approve all correspondence before they are distributed to citizens. Field personnel will have a physical copy of the citizen notification letter with them during all field activities.
7. **Materials Testing**

The Successful Offeror shall have the capability to provide all required materials testing during the course of this project, should DPW notify of need.

1. **Landscaping**

The Successful Offeror shall prepare a landscaping plan for the Woodman Road Extension project that will be reviewed and approved by the County. This plan shall be sealed by a registered Landscape Architect holding a valid licensure in the Commonwealth of Virginia. The Landscape Plan should achieve the conceptual goals that will be provided by the County while adhering to the County provided landscape budget. It should be assumed the Landscape Plan will receive and may accommodate significant public input at the Citizens Information Meeting and Public Hearing.

1. **Construction Support**
2. Following final review of plans and bid specifications, Successful Offeror shall support the County through the bidding process. This includes, but is not limited to: attend pre-bid conference, respond to all Requests for Information (RFI), attend bid opening, and attend pre-construction conference. Immediately prior to bid opening, the Successful Offeror shall provide a sealed Engineer’s Cost Estimate and a Microsoft Excel spreadsheet of bid tabulations that includes the following information: Bid invitation number, project number, project name, project length and/or project limits, bid date, bid line item number, specification section, item description, item units, item quantities, unit cost for item, total cost for item, and total bid price calculated from summation of total cost for items in the bid.
3. Successful Offeror shall upload all plans and specifications to the County web portal bid system in .pdf format, as per County guidelines. County reserves the right to elect the drawing files to be in either “raster” or “vector” conversion.
4. The Successful Offeror shall review all shop drawings, prepare as-built plans of the bridge structure, and provide requested consultation during construction.
5. The Successful Offeror shall have the capability to provide supplementary construction inspections, as required by DPW.
6. The Successful Offeror shall have the capability to perform all necessary Environmental, Water Resources, and other ancillary inspections including, but not limited to, SWPPP, VSMP, and inspections required as conditions on environmental permits.

**P. Scheduling**

The Offeror shall submit a schedule in weeks beginning with Notice to Proceed to time plans will be ready for acquisition after public hearing approval. A copy of updated schedule is to be submitted with each invoice.

**Q. Project Management**

1. The Project Manager for the Successful Offeror shall be a registered Professional Engineer holding a valid licensure in the Commonwealth of Virginia.
2. All reports, plans, specifications, and other documentation should be reviewed and approved by a registered Professional Engineer holding a valid licensure in the Commonwealth of Virginia prior to submission to the County for review. All of these documents shall be sealed by a registered Professional Engineer holding a valid licensure in the Commonwealth of Virginia, where applicable.
3. Throughout the duration of this project, the Project Manger shall provide the County monthly progress reports that include summaries of what has been done in the previous month, what is to be accomplished in the upcoming month, and a current project schedule.

**III. COUNTY RESPONSIBILITIES:**

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

The County will provide GIS imagery in the project area, as well as existing traffic, hydraulic, and floodplain data.

**IV. ANTICIPATED SCHEDULE:**

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

* Request for Proposals distributed August 10, 2015
* Advertised in newspaper August 10, 2015
* Pre-proposal conference August 20, 2015 @ 2:00 pm
* Last day to receive questions August 24, 2015
* Receive written proposals September 4, 2015

* Conduct oral interviews September 25, 2015
* Negotiations October
* Award of Contract TBD

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

**A. 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 of Henrico, Virginia (the “County”) 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 prescribed documents are presented for signature, execute and deliver to the Purchasing Office the contract forms and any other forms or bonds required by the RFP.

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

4. Notice of award or intent to award may also appear on the Purchasing Division 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. Section 1) 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 Offeror shall be required to submit a complete itemized invoice on each delivery or service, which he may perform under the contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the contract within forty-five (45) days after the receipt of the proper invoice.

**E. Controlling Law; Venue**

This contract is 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. Any dispute arising out of the contract resulting from this RFP, 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 failure to make delivery or complete implementation and installation, or if the system fails 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 will be provided twenty (20) calendar days to provide a plan to correct said default.

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

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

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** (Code of Virginia, Section 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 (Code of Virginia, Section 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 paragraphs 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 Henrico, and Henrico’s elected officials, officers, agents, volunteers 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 goods and/or services, the failure to provide any goods and/or services and/or the use of any services and/or goods furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the Henrico’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:**

Henrico County does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2.-4343.1.

**N. Offeror's Performance:**

1. The 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 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 Offeror shall cooperate with County officials in performing the contract work so that interference with normal program will be held to a minimum.

4. The 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 of Henrico, Virginia 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 Contractor, from doing so. To the extent that the Contractor may be deemed at any time to have any of the foregoing rights, the Contractor agrees to irrevocably assign and does hereby irrevocably assign such rights to the County of Henrico, Virginia.

2. The selected Offeror shall be expressly prohibited by the terms of any contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract.

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

**P. Record Retention/ Audits:**

1. The Successful Offeror shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the Successful Offeror’s proposal and any contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including Offeror 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 Offerors 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 of Henrico 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 at:

<http://henrico.us/purchasing/>

**S. Subcontracts**:

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

2. The County encourages the contractor to utilize small, women-owned, and minority-owned business enterprises. For assistance in finding subcontractors, contact the Supplier Relations Coordinator (804-501-5689) or the Virginia Department of Minority Business Enterprises <http://www.dmbe.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 the 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 you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

**W. Environmental Management:**

Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations.  Contractor is expected to abide by the County of Henrico’s Environmental Policy Statement;

<http://henrico.us/pdfs/hr/risk/env_policy.pdf> which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation.  Contractor is responsible for ensuring that all employees conducting activities on behalf of the County are properly trained 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 Codes Commission of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia/Virginia Occupational Safety and Health shall apply to all work under this contract. The Successful Bidder 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. Any operations of the Successful Offeror determined to be hazardous by the County, shall be immediately discontinued by the Successful Bidder 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 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 Director of Purchasing, 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, Successful Offerors that are proprietorships, partnerships, or corporations shall provide their federal employer identification numbers to the County. Pursuant to Virginia Code § 2.2-4354, Successful Offerors who are individual contractors shall provide their 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.

**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 office 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 office. Offerors are responsible for insuring that their proposals are stamped by the 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 office 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 office 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 **August 24, 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 office on time shall be accepted. All late proposals received by the Purchasing Division office 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 shall be numbered

1. 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 Identification – **Attachment C**
* Virginia State Corporation Commission Identification Number Requirement - **Attachment D**

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”.

* Description of the firm’s most recent experience on three (3) similar type projects. Describe the highlights of each project including size of project (service area, number of customers, population, planning period and types of deliverables) and similarities of the project relative to the Henrico project. Include a description of the project budget and schedule and indicate the success of the firm in meeting both budget and schedule.
* Previous experience of staff to be assigned to the County, including resumes of those individuals. Identify those parts of the work that will be subcontracted and include pertinent resumes.
* Outline the firm’s approach to the County project including scope of services to be performed. Itemize the major tasks involved in performing the preliminary permitting and engineering work and the estimated time required to complete each task. Describe the proposed deliverables and their use. Comment on any models to be used in developing the facilities and how these models may be applied for daily use by the County upon delivery of the facilities plan.
* Ability of the firm and staff to meet the requirements and schedule.
* Past cost performance, project scheduling performance and general overall completion on time of past projects.
* Demonstrated knowledge and understanding of local conditions and all pertinent codes and regulations.

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

**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 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 federal, state and local codes, conditions and ordinances where essential to proper performance. | 40 |
| Implementation of Services/Project Management   * Project Schedule * Project Management * Project Team – organization and amount of experience as a 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) * Past cost performance, project scheduling performance and general overall completion on time of past projects | 30 |
| Quality of submission/presentation. | 5 |
| TOTAL | 100 |

* 1. 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**

**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: |

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX OR BOXES BELOW.**

**Please refer to definitions on Page 2 prior to completing. Check all that apply.**

**MINORITY-OWNED BUSINESS**  **SMALL BUSINESS**  **WOMEN-OWNED BUSINESS**

**NONE OF THE ABOVE**

**If certified by the Virginia Minority Business Enterprise (DMBE), provide DMBE certification number and expiration date. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE**

**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**

**ATTACHMENT B**

**PROPOSAL SIGNATURE SHEET**

**Page 2 of 2**

**definitions**

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

“***Minority-owned business***” means a business that is at least 51% 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% 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.

As used in the definition of “*minority-owned business,*” “*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, 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.

*“****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% 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% 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.

**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 §2.2-4342F of the Code of Virginia, 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 states 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: