



COMMONWEALTH OF VIRGINIA
County of Henrico

DEPARTMENT OF GENERAL SERVICES

PAUL N. PROTO
DIRECTOR

RFP #11-9028-3CS

March 25, 2011

**REQUEST FOR PROPOSAL
ANNUAL ENGINEERING SERVICES AGREEMENT
WATER AND SEWER PROJECTS
DEPARTMENT OF PUBLIC UTILITIES
COUNTY OF HENRICO**

Your firm is invited to submit a proposal to provide professional engineering services on an annual basis for the design of improvements for various water and sewer facility improvements including water and sewer rehabilitation and water and sewer main extensions for the County of Henrico, in accordance with the enclosed specifications. The submittal, consisting of the original proposal and **five (5)** additional copies marked, "**Engineering Services, Water and Sewer Projects**", will be received no later than **3:00 p.m., April 22, 2011 by:**

IN PERSON OR SPECIAL COURIER
County of Henrico
Department of General Services
Purchasing Office
1590 E. Parham Road
Henrico Virginia 23228

OR

U.S. POSTAL SERVICE
County of Henrico
Department of General Services
P O Box 90775
Henrico, Virginia 23273-0775

**This RFP and any addenda are available on the County of Henrico website at: www.co.henrico.va.us
The Bids and Proposal link is listed under the Henrico Business Section on the homepage. Please contact Richard Edwards at (804) 501-5687 or edw@co.henrico.va.us if you need technical assistance downloading this document.**

Time is of the essence and any proposal received after **3:00 p.m., April 22, 2011** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, Department of General Services. 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 Office 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.

Questions concerning this Request for Proposal should be submitted to Mr. Ralph Claytor at cla01@co.henrico.va.us no later than April 5, 2011.

Very truly yours,

Paul N. Proto
Director of General Services

Cecelia H. Stowe, CPPO, C.P.M.
Purchasing Manager
804-501-5685
Sto05@co.henrico.va.us

**REQUEST FOR PROPOSAL
ANNUAL ENGINEERING SERVICES AGREEMENT
WATER AND SEWER PROJECTS
DEPARTMENT OF PUBLIC UTILITIES
COUNTY OF HENRICO**

I. PURPOSE AND GENERAL INFORMATION:

- A. The purpose and intent of this Request for Proposal (RFP) is to solicit proposals from qualified engineering firms for the design of improvements for various water and sewer facility improvements including water and sewer rehabilitation and water and sewer main extensions for the Department of Public Utilities.
- B. The Department of Public Utilities (DPU) requires professional engineering services on an annual basis for the design of various sewer and water projects. Projects that are assigned to the Engineer will include sewer line rehabilitation, water main rehabilitation, sanitary sewer evaluation surveys, sewer main extensions and water main extensions. Projects will include those identified in the Capital Improvements Program as well as projects created by emergency conditions such as sewer or water main failure.
- C. The engineering fees shall be determined for each project at the time of assignment based on the hourly rates as provided for in the contract that is awarded pursuant to this Request for Proposal.
- D. The engineering services that are described above require similar experience and expertise. The contract term will be limited to one year or when the cumulative total project fees reach the maximum amounts described below. The contract term will be one year and may be renewed for up to two additional one-year terms at the option of the County. Fees shall not exceed \$300,000 for any single project or a total of \$1,500,000 in any one-year term of the contract. The award of this contract shall be to the two top ranked Offerors. The goal is to equitably assign the projects over the contract so that amount of award is evenly distributed between the firms with consideration of staff given to availability of staff or area of particular expertise.
- E. Work assignments shall be on an "As Needed" basis. HENRICO COUNTY RESERVES THE RIGHT AT ALL TIMES TO PERFORM WORK IN-HOUSE OR TO AWARD PROJECTS BASED ON A SEPARATE REQUEST FOR PROPOSAL
- F. Payments for this service per contract period are shown below:

<u>Contract A</u>		<u>Contract B</u>	
\$705,428	8/1/10 – 2/28/11	\$ 572,572	8/1/10 – 2/28/11
\$898,822	8/1/09 – 7/31/10	\$1,109,850	8/1/09 – 7/31/10
\$720,844	8/1/08 – 7/31/09	\$ 187,872	8/1/08 – 7/31/09

II. SCOPE OF SERVICES:

- A. The Engineer shall perform professional engineering services as hereinafter stated which includes normal engineering services, necessary field surveys and topographic and utility mapping for design purposes, application for necessary permits and regulatory approvals, and environmental work necessary to obtain environmental permits required for project construction.
- B. The Engineer represents that all tasks will be performed in accordance with generally accepted professional standards. The Engineer further represents that it will provide the County the best possible advice and consultation within Engineer's authority and capacity as a professional engineer.
- C. The Engineer will comply with the regulations, laws, ordinances, and requirements of all governmental agencies as applicable.
- D. The Engineer shall furnish all labor, materials, equipment, and technical and professional services required for performing the work including, but not necessarily limited to the following services:
 - 1. Consult with the COUNTY to determine its requirements and to review available data in possession of the COUNTY concerning the proposed projects. After reviewing the preliminary data and reports, identify and evaluate alternate or modified solutions available to the COUNTY. After consultation with the COUNTY, recommend to the COUNTY those solutions available, which in Engineer's judgment meet the COUNTY's requirements for the project. Present Engineer's recommendations in a preliminary design memorandum that includes, as appropriate, schematic layouts, sketches, conceptual design criteria, construction methods and materials, and opinion of probable construction costs.
 - 2. Prepare and submit preliminary construction plans in accordance with DPU Standards and applicable federal, state and local regulations. Preliminary Design Documents shall include final design criteria, preliminary drawings, and written descriptions of the project. Submit preliminary estimate of construction costs.
 - 3. Prepare final construction plans, easement plats and, where necessary, contract documents. Contract documents will only be required when the project is to be bid. Contract documents shall include bid forms, notice to bidders, instructions to bidders, advertisement, bid proposal, contract forms, bonding and insurance requirements, and technical specifications.
 - 4. Assist the COUNTY in obtaining approvals and permits as necessary to comply with applicable federal, state, and local regulations.

5. Provide environmental site assessment, wetland determinations, etc. as appropriate or required for each project.
 6. Prepare revised cost estimate based upon final construction plans.
 7. Provide plans as needed in digital format (AutoCad, .tif, .pdf).
 8. Optional Services will be negotiated, as they are needed for each project as follows:
 - a. Assist the COUNTY on an as needed basis in obtaining bids for each project. Evaluate bids and recommend award.
 - b. Provide construction staking.
 - c. Consult with and advise the COUNTY on an as-needed basis during construction.
 - d. Review and approve shop drawings and samples.
 - e. Prepare Operations and Maintenance (O & M) Manuals.
 - f. Prepare record drawings.
- E. The types of Work that may be assigned are described below. The examples are work tasks previously assigned to the annual services contract. Future projects that may be identified would be similar to those listed below.
1. For River Road Sub basin SSES (RR-01B), perform smoke testing, manhole inspections and review of CCTV inspections to evaluate the existing conditions of approximately 125 manholes and 25, 500 linear feet of existing gravity sewers. Recommend methods for rehabilitation and provide estimate of probable construction cost.
 2. For Causeway Drive Water Main Replacement, provide plans and specifications for the replacement of approximately 3,260 linear feet of 12-inch PVC water main with a 12-inch ductile iron (D.I.) water main.
 3. For Grammercy Circle Sewer Replacement, provide plans and specifications to relocate 415 linear feet of 8" gravity sewer behind Richland Place Apartments.
 4. For Strawberry Hill (SH-01A) Sewer Rehabilitation, provide plans and specifications for the rehabilitation of approximately 10,200 linear feet of 8-inch sewers in the Strawberry Hill SH-01A sub basin.

5. For Harris Road Sewer Rehabilitation, evaluate rehabilitation and/or replacement options and provide plans and specifications for rehabilitation/ replacement of 1,440 linear feet, 25 service connections and 5 manholes.
6. For Brook Road Water Improvements, provide plans and specifications for installation of 150 linear feet of 12" water main across Brook Road to connect to the existing 12" water main in Brook Run Shopping Center.

III. COUNTY RESPONSIBILITIES:

- A. The County will provide an engineering contact person from the Department of Public Utilities to assist in the coordination of the Offeror's tasks for the duration of the Contract Work.
- B. The following information will be available to the Offeror at the Department of Public Utilities offices located at 4301 Parham Road. Visits shall be scheduled with Mr. David Tostenson at (804) 501-4951.
 1. Water and Sewer Facilities Plans
 2. DPU Standards

IV. ANTICIPATED SCHEDULE:

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

- | | |
|-------------------------------------|---------------------------|
| ◦ Request for Proposals distributed | March 25, 2011 |
| ◦ Receive written proposals | April 22, 2011, 3:00 p.m. |
| ◦ Conduct oral interviews | May 17, 2011 |
| ◦ Negotiations | May 2011 |
| ◦ Award of Contract | July 1, 2011 |

V. GENERAL CONTRACT TERMS AND CONDITIONS:

A. Annual Appropriations:

It is understood and agreed that this 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. There shall be no penalty should the Board fail to make annual appropriations for this 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.
3. Any contract resulting from this RFP is not assignable.
4. Upon making an award, or giving notice of intent to award, the County will place appropriate notice on the public bulletin board located at the following locations:

Purchasing Office
North Run Office Complex
1590 East Parham Road

Eastern Government Center
3820 Nine Mile Road
Henrico, VA

Henrico Government Center
4301 E. Parham Road
Henrico, VA

Notice of award or intent to award may also appear on the Purchasing Office website: <http://www.co.henrico.va.us/genserv>

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

The RFP, including 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, any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise.

Please identify with proposal submission any "Exceptions to RFP".

H. Drug-Free Workplace to be Maintained by the Contractor (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.
 - (c.) 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:

As required by Virginia Code 2.2-4311.1, the contractor 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 Act of 1986.

K. Indemnification

The successful Offeror agrees to indemnify, defend and hold harmless the County of Henrico including Henrico Public County Schools, its 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 the County of Henrico from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment A)**

M. 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 www.co.henrico.va.us and may be viewed under the Bids and Proposals link on the homepage.

N. 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.

O. 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 or the Personnel Department.

P. 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.

Q. 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.

R. Severability

Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

S. Subcontracts:

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.

T. Taxes:

1. The Offeror shall pay all county, city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the County and the Offeror, as the taxes shall be an obligation of the Offeror and not of the County, and the County shall be held harmless for same by the Offeror.
2. The County of 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 of Henrico reserves the right to terminate the contract/purchase order immediately in the event that the Successful Offeror discontinues or abandons operations; if 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 this contract/purchase order will be considered grounds for immediate termination of the contract/purchase order by the County of Henrico.
3. Notwithstanding anything to the contrary contained in the contract/purchase order between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause, by giving 30 days written notice to the Offeror.

4. If the termination clause is used by the County, the Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date set in the written termination notice.

V. Authorization to Transact Business in Virginia

1. Any business entity that enters into a written contract with the County that is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia 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. **(Attachment D)**
2. Any business entity described in paragraph 1 above that enters into a contract with the County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under 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.
3. The County may, in its sole discretion, void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section, entitled "Authorization to Transact Business in Virginia."

W. 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.

X. Environmental Management:

Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations. Contractor is required to abide by the County of Henrico's Environmental Policy Statement (<http://randolph.co.henrico.va.us/genserv/forms/environmentalpolicy.pdf>), which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Contractor shall be properly trained and have any necessary certifications to carry out environmental responsibilities. Contractor shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

Y. Safety:

1. The Successful Bidder shall comply with and ensure that the Successful Bidder'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 Bidder.
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 Bidder's personnel from the work site.
3. Any operations of the Successful Bidder 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.

Z. Contract Period:

1. The contract period shall be from July 1, 2011 through June 30, 2012. The contract price shall be firm for the contract period. The price for each subsequent contract year may not exceed three percent (3%) above the previous year's fee and shall remain firm for the renewal year.
2. The contract term will be one year and may be renewed for up to two additional one-year terms at the option of the County. Fees shall not exceed \$300,000 for any single project or a total of \$1,500,000 in any one-year period of the contract.

VI. PROPOSAL SUBMISSION REQUIREMENTS:

- A. The Purchasing Office will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.

- B. 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 Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- C. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. 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.
- D. The time proposals are received shall be determined by the time clock stamp in the Purchasing Office. Offerors are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents they have read and understand the Scope of Services and have 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.
- G. 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.
- H. **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 (Section 2.2-4342F of the Code of Virginia). (Attachment C)**
- I. 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 Office in writing of its intentions.
 - 1. 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.
 - 2. Modified and withdrawn proposals may be resubmitted to the Purchasing Office up to the time and date set for the receipt of proposals.

3. No proposal can be withdrawn after the time set for the receipt of proposals and for 120 days thereafter.
- J. Comments as to how the proposal documents, scope of services or drawings can be improved are welcome. Offerors requesting clarification or interpretation of or improvements to the proposal general terms, conditions, scope of services or drawings shall make a written request which shall reach the Purchasing Office, Division of General Services, at least eight (8) days prior to the date set for the receipt of proposals. Any changes to the proposal shall be in the form of a written addendum from the Purchasing Office and it shall be signed by the Director of General Services or a duly authorized representative. **Each Offeror shall be responsible for determining that all addenda issued by the Purchasing Office have been received before submitting a proposal.**
- K. All proposals received in the Purchasing Office on time shall be accepted. All late proposals received by the Purchasing 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:

- A. 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.
- B. The Offeror should include in their proposal the following:
 - I. Table of Contents – all pages shall be numbered
 - II. Introduction

Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts.

Proposal Signature Sheet – Attachment B
Proprietary Information – Attachment C
VA State Corporation Commission Identification – Attachment D
 - III. Executive Summary – Narrative summary to include the following:
 1. The Offeror shall submit a list of completed projects and a resume of personnel expected to be assigned to this project including the name(s) of the partner in charge and any consultants. The Offeror shall describe the recent and successful experience of the project team on similar projects

2. Each Offeror submitting a proposal shall include a statement that they will provide all the services necessary to complete the specific project as outlined in the Request for Proposal. The Offeror shall describe any services that will be subcontracted.
3. The Offerors shall provide evidence of past cost performance, project scheduling and general overall completion on time of past projects.
4. Current workload of the Offeror with particular reference to personnel and other resources being proposed.
5. Proposed Approach and Schedule: Offeror shall describe the firms approach to the project. The Offeror shall also submit a preliminary outline of how they would propose to schedule the different elements of this project, including a projected time schedule.
6. Offeror to provide a minimum of 3 references for similar projects.

IX. 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.

- B. 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 <ul style="list-style-type: none"> • Extent to which the proposed solution satisfies the RFP functional requirements in the Scope of Services • Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the Successful Offeror’s plan for accomplishing the Scope of Services 	40
Implementation of Services/Project Management <ul style="list-style-type: none"> • Project Schedule • Project Management • Project Team • Current workload and the ability to complete required work within County schedule 	25
Experience and Qualifications <ul style="list-style-type: none"> • 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 two top ranked Offerors. If contract(s) satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, a contract shall be awarded to the two top ranked Offerors. Otherwise, negotiations with the said Offerors ranked first and second shall be formally terminated and negotiations with the next ranked Offerors ranked second, and so on until such contract(s) 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. The Certificate shall show the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Bests or a rating acceptable to the County. In addition, the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
 \$100,000 for each Disease by employee
 \$500,000 policy limit by Disease

Commercial General Liability - Combined Single Limit

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

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

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

Excess/Umbrella Liability –

\$1,000,000 per occurrence

Professional Liability

\$1,000,000 per occurrence, \$2,000,000 aggregate

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract includes the following indemnification agreement: "The Successful Offeror agrees to indemnify, defend and hold harmless the County of Henrico including Henrico Public County Schools, its 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." The County makes no representation or warranty as to how the Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the above indemnification provisions do not limit the Offeror's responsibilities outlined in the contract.

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 Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability, either individually or in combination with Excess/Umbrella Liability, must total \$2,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

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

NOTE 4: Successful Offeror waives all rights against the County of Henrico, School Board of Henrico County, their officers, boards, commissions, agents and employees for recovery of damages.

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 <u>NOT</u> USE TRADE NAME):
ADDRESS:
FED ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

SUBMIT THIS FORM WITH PROPOSAL

Attachment B
PROPOSAL SIGNATURE SHEET
Page 2 of 2

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

(Check all that apply.)

- MINORITY-OWNED BUSINESS
- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- 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:

“*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.

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 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 may be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT D

VIRGINIA STATE CORPORATION COMMISSION
IDENTIFICATION NUMBER REQUIRED

A bidder or offeror organized or authorize to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid or proposal the identification number issued to it by the Virginia State Corporation Commission. Any bidder or 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 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Any bidder of offeror described in the immediately preceding paragraph that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Manager.

Identification # Issued by the State Corporation Commission: _____

If you are not required to be so authorized, please state why you are not required to be so authorized: _____
