



Chesterfield County, Virginia Purchasing Department

9901 Lori Road – P.O. Box 51 – Chesterfield, VA 23832-0001

Phone: (804) 748-1617 – Fax: (804) 717-6378 – Internet: www.chesterfield.gov

MICHAEL J. BACILE

Director

IMPORTANT NOTIFICATION:

The Purchasing Department has moved and is now located at 9901 Lori Road, Lane B. Ramsey Building, 3rd Floor, Room 303, Chesterfield, Virginia 23832. Bidders/offerors who elect to hand deliver their bids/proposals on the receipt date are cautioned to allow extra time to assure timely receipt of the documents in the Purchasing Department's new location. Call (804)748-1617 for further information.



**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
Request for Proposals**



RFP Number: 12-0419

Title:Architectural/Engineering Services for Chesterfield County Public Schools' Facilities Services Div.

Issue Date:April 13, 2012

Proposals Due No Later Than:May 14, 2012, 5:00 P.M.

Location for Receipt of Proposals: Chesterfield County Purchasing Department
9901 Lori Road
Lane B. Ramsey Building, 3rd Floor, Room 303
Chesterfield, VA 23832

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Donna R. Clarke, Sr. Contract Officer, at (804) 748-1837, or by email to purchasing@chesterfield.gov. Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by an offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this proposal;
 - the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498 of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
 - that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests (§ 2.2-3100 *et. seq.* of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
 - that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§§ 2.2-4367 *et. seq.* of the *Code of Virginia*), and any other applicable law as set forth therein.
-

Complete Legal Name of Firm: _____

Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

Proposal Dated: _____

Please refer to Clause F of the General Terms and Conditions:

Minority-Owned Business: ☐Yes ☐No

Chesterfield Business: ☐Yes ☐No

Women-Owned Business: ☐Yes ☐No

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit qualified and interested firms to submit proposals for providing Professional Architectural and/or Engineering Services for miscellaneous school construction projects for which the Facilities Services Division of the Chesterfield County Public School System (CCPS) is responsible. The qualified offeror may include a single firm of registered/qualified design professionals capable of providing the requisite services listed below or a project team consisting of multiple firms capable of the same. It is intended that architectural firms will be the primary offerors with in-house engineers or engineering firms as part of their teams. The right is reserved to award to multiple firms. Services under the resultant contract(s) will be provided as needed for projects that may be located throughout Chesterfield County.

II. BACKGROUND

Within the County's 446 square mile radius, the Chesterfield County Public School System (CCPS) is comprised of 65 school buildings and 10 support facilities for which the Facilities Services Division of the CCPS is responsible for maintaining all aspects of the building envelope for these facilities.

Projects for which architectural and/or engineering services will be required may include roof repair/replacements; repair/replacement of plumbing fixtures in hundreds of restrooms including total renovations of restrooms; repair/replacement of domestic water piping, chilled and hot water piping, interior sewer lines, exterior sewer and storm drainage systems; repair/replace boiler systems which include propane and natural gas fired boilers as well as electric boiler systems and associated gas piping; repair/replace various electrical components including wiring, switchgear, panels, breakers, etc; evaluation of foundations, walls, and other building components; and repair/replacement of emergency generators at various locations. In addition, services may be required relative to bleacher repair/replacement; sound system design; stage rigging/lighting design; and/or fire alarm systems upgrade/replacement.

Disciplines required may include, but are not limited to Architectural, Plumbing, Electrical, Civil, Structural, and/or Fire Protection Engineering.

III. SCOPE OF WORK/SPECIFICATIONS

A. SCOPE OF SERVICES

Offerors should address their ability to provide all services required for this contract. Individual projects should include, at a minimum, the following tasks:

1. Study and Preliminary Design Phase

- a. Consult with the CCPS to define specific requirements of the assignment and review available data in possession of the CCPS.
- b. In consultation with the CCPS and on the basis of all information, develop an action plan and determine the scope of the project.
- c. Perform all necessary research and field survey work, if needed, to support this effort.
- d. Prepare preliminary design documents consisting of construction plans and specifications, as needed.

- e. Based on the information contained in the preliminary design documents, submit an opinion of probable project cost.
- f. Present and review preliminary design documents and opinion or probable project cost.

2. Final Design Phase

- a. Upon completion and acceptance of the Preliminary Design Phase, prepare and furnish bid documents (drawings, specifications, easement plats, etc.) in conjunction with the County's Purchasing Department, and assist in the preparation of other related documents as necessary.
- b. Assist in obtaining design approvals by participating in submissions to and negotiations with appropriate officials and authorities, including administrative hearings involving the project, and attend as many hearings and meetings as are necessary to obtain such approval.
- c. Furnish a revised opinion of probable project cost by an independent cost estimator based on the final plans and specifications and other related documents.
- d. Prepare any necessary documents for alternate bids requested by the CCPS.
- e. Present and review final plans and specifications and all other related documents.

3. Bidding and Negotiating Phase

- a. Assist County in obtaining bids for each prime contract for construction.
- b. Consult with and advise the CCPS as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor.
- c. Consult with and advise the CCPS as to the acceptability of substitute materials and equipment proposed by bidder.
- d. Assist in evaluating bids, negotiating with bidders when applicable, and in assembling and awarding contracts, if necessary.
- e. Prepare all documents necessary to enter into a contract for the construction of the project and forward all such documents to the County Purchasing Department, when necessary.

4. Construction Phase

- a. Consult with and advise the CCPS and, when required, act as its representative as normally expected of professional architects.
- b. Make periodic visits to the site, as necessary, to observe the progress and quality of the executed work and provide assurance in writing that the completed project will conform to the contract. Written observations should detail the progress of work, guard the CCPS against defects and deficiencies in the work of the contractor(s) whenever possible, notify the CCPS of any observed defects or deficiencies in the work of the

contractor(s), and disapprove or reject work as failing to conform to the contract, if necessary.

- c. Review and approve shop drawings, the results of tests and inspections and other data the contractor(s) is required to submit; determine acceptability of substitute materials and equipment proposed by contractor; and receive and review maintenance and operating instructions, schedules, guarantees, and certificates of inspection, assembled by contractor in accordance with the contract documents.
- d. Issue instructions to each contractor and prepare all change orders as required by the CCPS Facilities Services Division; architect may, as the CCPS representative, require special inspection or testing of the work, act as interpreter of the requirements of the contract documents and judge the performance of the contractor.
- e. Based on architect's on-site observations as an experienced and qualified professional and on his review of contractor's applications for payment, advise the CCPS as to the amount owed to contractor(s) in relation to the progress and suitability of the work performed.
- f. Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been finally completed in accordance with the contract documents; submit a written determination to the CCPS and other governmental agencies, as necessary, that final payment should be made to each contractor.
- g. Prepare a set of "As-Built" prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor(s) which are considered significant.

B. **INDIVIDUAL PROJECT ASSIGNMENTS**

1. **Assignment of Projects** - Upon a determination made by the CCPS, project(s) will be assigned on an as needed basis. The CCPS and the architect will work together to determine the scope and negotiation of total fee for the work to be done on an individual project basis. Upon approval of all necessary parties, a purchase order will be issued to the architect for each project assigned.
2. **Compensation and Method of Payment** - As full payment and compensation for the performance and completion of work acceptable to the CCPS for each project, the architect will be paid in accordance with the sum determined for the individual project assignment. All work shall be performed for each project and shall be done on a lump-sum basis, not-to-exceed basis, or on a time and materials basis. The hourly rates utilized to determine the cost of each assignment shall not exceed the hourly rates determined for this contract. Total fee shall include all expenses for performing the necessary work, including professional fees. Reimbursable expenses, which shall be the actual expenses incurred in connection with the work performed for transportation, and sustenance incidental thereto, toll telephone calls and telegrams, reproduction of reports, and drawings and specifications shall be estimated at the time of negotiation with actual expenses added to invoices. Maximum hourly rates for professional and administrative services will be negotiated prior to award and incorporated into the resulting requirements contract.

3. **Performance Schedule** - The architect shall perform work in accordance with a performance schedule negotiated at the time of project assignment. The architect shall assign the work to qualified personnel in sufficient numbers to complete the work according to the performance schedule and shall designate one employee to oversee each project. The designated employee shall work continuously on the project until final reports are accepted by the CCPS.
4. **Changes in Performance Schedule** - The CCPS may make changes to the work previously negotiated for an individual assignment. If any such change increases or decreases the time required to perform the work, the performance schedule will be adjusted accordingly. The architect shall not be entitled to adjustments for changes in work that in the opinion of the CCPS do not result in an increase in the cost of performing the work. Any changes in the scope of work for project assignments and performance of any additional services shall proceed only with express written authorization of the CCPS and County.

C. **PROFESSIONAL STANDARDS AND REQUIREMENTS**

Offerors should demonstrate their ability to:

1. Perform all tasks in accordance with generally accepted professional standards.
2. Provide the best possible advice and consultation within engineer's authority and capacity as a professional engineer.
3. Comply with all applicable regulations, laws, ordinances and requirements of all applicable governmental agencies and authorities.
4. Assign work to be performed to qualified personnel in sufficient numbers to meet negotiated performance schedules.
5. Respond to project sites within two hours.

D. **CHESTERFIELD COUNTY PUBLIC SCHOOLS RESPONSIBILITIES**

The Chesterfield County Public Schools shall:

1. Provide all information in its possession related to its requirements for individual projects.
2. Assist in obtaining permission to enter upon public and private property as required.
3. Examine all studies, test results, reports, sketches, drawings and proposals and any other documents presented by the engineer.
4. Designate a person to act as its representative with respect to the work to be performed for each assignment.

IV. INSTRUCTIONS

A. **Submission and Receipt of Proposals**

1. Submittals, in **six (6)** copies, marked **A/E Services for Miscellaneous Projects for CCPS Facilities Services Division** will be received no later than 5:00 p.m., Local Time Prevailing, on **May 14, 2012**, in:

Chesterfield County Purchasing Department
 9901 Lori Road
 Lane B. Ramsey Building, 3rd Floor, Room 303
 P.O. Box 51
 Chesterfield, Virginia 23832-0001
 Monday-Friday 8:30 a.m. – 5:00 p.m.
2. Should you decide to utilize an express delivery service, please note that we are located at the intersection of Ironbridge Road (State Route 10) and Lori Road.
3. Mark the outside of the envelope with **RFP# 12-0419** and proposal subject, **A/E Services for Miscellaneous Projects for CCPS Facilities Services Division**.
4. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Paragraph A of the instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
5. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.
6. If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
7. 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. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
8. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.
9. Proposals shall not be accepted via fax or E-mail.
10. For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at www.chesterfield.gov/purchasing

B. Submittal Format

In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for Chesterfield County.
3. Chesterfield County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
4. Detailed Submittal Format
 - a. Introduction letter, signed cover sheet, Attachment A – Virginia State Corporation Commission (SCC) Registration Information form, and addenda acknowledgement, if applicable.
 - b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and e-mail address.
 - c. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services.
 - d. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the County's needs to include experience administering similar contracts for government entities. The response should address firm's size, structure, and number of years in business.
 - e. Key Individuals – The offeror should provide a list of key individuals to be assigned to the County's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
 - f. References - All offerors should include a list of a minimum of three references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The County reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the County.

V. GENERAL TERMS AND CONDITIONS

- A. **Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: www.chesterfield.gov/purchasing. Each offeror is responsible for obtaining all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
- C. **Assignment of Contract:** The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
- D. **Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
- E. **Change Orders:** Change orders must be approved by the County prior to work being performed.
- F. **Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each

Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – 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. (*Code of Virginia 2.2-4310*)

Women-Owned Business (WOB) - 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. (*Code of Virginia 2.2-4310*)

- G. **Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- H. **Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any offeror 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. Any offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its proposal the identification number issued to it by the State Corporation Commission. 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 statement describing why the offeror is not required to be so authorized. This information shall be provided on the attached form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required

information may result in the rejection of the proposal. The Contractor 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. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. **SEE ATTACHMENT A.**

- I. **Copyrights and Patent Rights:** The offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- J. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- K. **Drug Free Workplace:** (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

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.

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 this chapter, 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.

- L. **Employment Discrimination:** (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.

1. During the performance of the contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 shall 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.
- M. **Environmental Management Procedures:** The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation. For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information regarding environmental requirements for the County, please contact Chesterfield County's General Services – Environmental Division at (804) 717-6531. For questions regarding environmental requirements for the Chesterfield County Public Schools, please contact Environmental Health and Safety at (804) 318-8048.
- N. **ePayables:** Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.
- O. **Faith-Based Organizations:** (*Code of Virginia 2.2-4343.1*) Chesterfield County does not discriminate against faith-based organizations.
- P. **Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
- Q. **Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- R. **Illegal Aliens:** (*Code of Virginia 2.2-4311.1*) The Contractor agrees that he does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- S. **Indemnification:** The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
- T. **Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.

- U. **Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

1. 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
2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- V. **Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

- W. **Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.

- X. **Quality Initiative:** In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the National Baldrige Criteria for Performance Excellence in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's quality initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to Requests for Proposal.

The County's quality initiative is led by front line workers, supervisors, department directors, and the County's Leadership Team. Their intensive involvement in improvement demonstrates the county's commitment to its values and principles.

The quality initiative includes guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of these quality initiatives demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the quality initiative. The County's organizational values center on customer focus, ethical behavior, teamwork, leadership, continuous improvement, open communications, employee involvement, progressive thinking, and data driven decisions. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

The County's definition of quality improvement: Quality Improvement is the employee, customer, and team oriented approach to work, problem solving, and decision making that

depends upon individual employee commitment to improving work processes through the analysis and utilization of data.

Chesterfield County's Quality System Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.

- Y. **References:** If requested, the offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by offerors. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the offeror.
- Z. **Schools:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.
- AA. **Sensitive Information Handling:** Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.
- BB. **Taxes:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.
- CC. **Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- DD. **Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:
 1. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;

2. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

- EE. **Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
- FF. **Waiver of One Breach Not Waiver of Others:** No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

VI. SPECIAL TERMS AND CONDITIONS

A. **Contract Term/Contract Renewal/Contract Extension**

1. **Contract Term**

The initial term of this contract shall be effective for one year beginning approximately September 1, 2012 through August 31, 2013.

2. **Contract Renewal**

This contract may be renewed by the County for four successive one year periods under the terms and conditions of the original contract except as stated in subsections a and b below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

- a. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the Other Services category of the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>
- b. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the

percentage increase of the Other Services category of the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>

3. Contract Extension

The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

- B. **Insurance Requirements:** The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a Certificate of Insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the proposal.

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County and Chesterfield County Public Schools, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following coverage and minimum limits, with insurance companies with no less than a financial strength rating of "A" and a financial size category of no less than "VII" as determined by A.M. Best Company:

- | | |
|---------------------------------|--|
| 1. Commercial General Liability | \$1,000,000 Combined Single Limit per occurrence |
|---------------------------------|--|

The insurance certificate must state that the Commercial General Liability policy names Chesterfield County and Chesterfield County Public Schools as an additional insured by endorsement to the policy. This requirement may be met by placing the following language on the Certificate:

- a. "Chesterfield County and Chesterfield County Public Schools by endorsement to the policy is an additional insured"; or
 - b. "Chesterfield County and Chesterfield County Public Schools by endorsement to the policy is additional insured with respect to General Liability"; or
 - c. or the Contractor may provide a copy of the actual endorsement to the policy
- | | |
|-------------------------|--|
| 2. Automobile Liability | \$1,000,000 Combined Single Limit per occurrence |
|-------------------------|--|

- | | |
|---------------------------|---|
| 3. Workers' Compensation | Virginia Statutory limits |
| 4. Employers' Liability | \$100,000 each accident, each disease |
| 5. Professional Liability | \$2,000,000 per occurrence; \$3,000,000 aggregate |

Cancellation notice. The insurance policies must be endorsed to require notice of cancellation or other change in coverage to the County. The Certificate statement, which is required by the contract documents, shall read as follows:

- a. "By endorsement to the policies, the insurers will provide 30 day written cancellation notice to Chesterfield County"; or
- b. The contractor may attach a copy of the endorsement to the certificate.

The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0001
RFP No. 12-0419

Certificate of Insurance must have an authorized signature.

VII. EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Individual criteria will be assigned varying weights at the County's discretion to reflect relative importance.

- A. Demonstrated overall ability/capability of the offeror and/or offeror's team to provide all required services.
- B. Demonstrated qualifications and experience of proposed personnel who will be assigned to the CCPS' projects.
- C. Demonstrated experience of the offeror and/or offeror's team with working in a school setting.
- D. Managerial capabilities including demonstration of firm's ability to communicate/coordinate with sub-consultants.

VIII. AWARD PROCEDURE

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 services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the County may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the Request for Proposal 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. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the County may award contracts to more than one offeror. 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

Virginia State Corporation Commission (SCC) Registration Information

The offeror shall check one of the following. The offeror is:

☐ a corporation or other business entity with the following SCC identification number: _____ -

OR-

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

☐ 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 offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) -

OR-

☐ an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those 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*.

****NOTE** >>** Check the following box if you have not completed 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 proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers): ☐ ☐