

REQUEST FOR PROPOSAL (RFP)



Issue Date: April 22, 2013

RFP#: 2013-05143-49

Title: Consulting and Development Services for SharePoint and ACPS Teacher Web Presence

Issuing Agency: County of Albemarle
401 McIntire Road
Charlottesville, VA 22902

Period Of Contract: From June 15, 2013 Through August 1, 2013 (Not Renewable).

Sealed Proposals Will Be Received Until 3:00 p.m. EST on May 3, 2013 For Furnishing The Services Described Herein. Proposals received after the announced time and date for receipt remain unopened. **No telephoned, faxed, or emailed proposals will be considered.**

The face of the envelope or shipping container shall be clearly marked in the lower left hand corner as follows:

RFP#:	2013-05143-49
TITLE:	Consulting and Development Services for SharePoint and ACPS Teacher Web Presence
PROPOSAL DUE:	May 14, 2013 by 3:00 p.m.

All Inquiries For Information Should Submitted in Writing and Be Directed To: CIO, at vscheivert@k12albemarle.org or by Fax: (434) 872-4570.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO: County of Albemarle, Purchasing Office, 401 McIntire Road, Room 248, Charlottesville, VA 22902.

PREPROPOSAL CONFERENCE: There will be no pre-proposal conference.

In Compliance With This Request for Proposal And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated above.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name And Address Of Firm:

Zip Code: _____

Telephone Number: (____) _____

Fax Number: (____) _____

E-mail Address: _____

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

Title: _____

Virginia Contractor License No. _____

I have the authority to bind the corporation.

Class: _____ Specialty Codes: _____

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS FOR RFP# 2013-05143-49

	<u>PAGE</u>
I. <u>PURPOSE</u>	3
II. <u>BACKGROUND</u>	3
III. <u>STATEMENT OF NEEDS</u>	6
IV. <u>PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</u>	7
V. <u>EVALUATION AND AWARD CRITERIA</u>	9
VI. <u>PREPROPOSAL CONFERENCE</u>	9
VII. <u>GENERAL TERMS AND CONDITIONS</u>	9
VIII. <u>SPECIAL TERMS AND CONDITIONS</u>	18
IX. <u>METHOD OF PAYMENT</u>	19
X. <u>ATTACHMENTS</u>	19
ATTACHMENT A	Offeror Data Sheet
ATTACHMENT B	State Corporation Commission Form
ATTACHMENT C	Certification of No Collusion
ATTACHMENT D	Proprietary/Confidential Information Identification
ATTACHMENT E	Certification of Crimes Against Children and Acts of Moral Turpitude

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified firms to enter into a contract with the Albemarle County Public Schools (hereinafter referred to as “ACPS” or the “District”) to provide consulting, programming and development, system software and related expertise in the implementation, training and support of comprehensive web content management systems.

II. BACKGROUND:

Albemarle County Public Schools is a K-12 education system serving approximately 13,000 students in 26 schools. Our School District boundaries encompasses approximately 740 square miles. Our vision is for all learners to believe in their power to embrace learning, to excel and to own their future. More than 2,200 employees work daily to bring this vision into reality for our learners. Our learners enjoy an overall students-to-computers ratio of 3.15:1 and class size averages of 19.82 in grades K-5, 20.85 in grades 6-8 and 20.48 in grades 9-12. Our school system is governed by a seven-member elected School Board. All Albemarle County schools are fully accredited by the Virginia Department of Education. We offer a variety of supplemental programs including gifted education, special education, adult basic education and after-school enrichment. For more information, visit our website at www.k12albemarle.org.

A. **Current Web Presence Systems**

The Albemarle County Public Schools have been using SchoolCenter to present as its primary supported platform for teacher web sites. In addition to SchoolCenter, there are a myriad of teacher-preferred web platforms. SchoolCenter has reached the end of its lifecycle and support will be discontinued for the 2013-2014 school year. A new solution will need to be in place prior to the beginning of the 2013-2014 school year.

District and school-based information have already been migrated to a SharePoint 2010 environment during the 2012-2013 school year. A server farm and instances of SharePoint 2010 are already in place and available to support the teacher site transition.

ACPS' SharePoint 2010 environments include a development environment; a staging environment (web front end server; application server; SQL server); and a production environment (two web front end servers; application server; SQL server).

B. **Teacher Web Presence Objectives**

The Albemarle County School Board has set forth the following 21st century goals:

- Prepare all students to succeed as members of a global community and in a global community
- Eliminate the Achievement Gap
- Recruit, retain, and develop a diverse cadre of the highest quality teaching personnel, staff, and administrators
- Achieve recognition as a world-class educational system
- Establish efficient systems for development, allocation, and alignment of resources to support the District's vision, mission, and goals

ACPS has identified the following goals for the teacher web presence project:

- Provide for every teacher a standardized, branded site and Profile page that presents consistent baseline info pulled from SharePoint 2010's User Profile Service.
- Allow teachers to add content to the landing page, so that it can serve as a gateway to additional web resources; and allow additional site content (including content migrated from SchoolCenter) to be built out in their site..
- Provide a stable, secure and reliable platform for ACPS teachers to build their web presence.

- Provide a supported web presence for teachers to migrate all content from existing School Center or other environment(s) to their new site(s)

III. STATEMENT OF NEEDS:

The scope of this project is to build out a teacher Site Collection within ACPS' existing SharePoint 2010 environment to support approximately 1,200 teachers in the County. The contractor will develop up to two custom Web Parts to present select data from SharePoint User Profile Services; a custom Page Layout to combine the Web Parts with a user-editable Content Area; and up to two teacher site templates (as needed, one for Primary schools and the other for Secondary schools) which will include secure teacher access and specific Libraries and Lists.

Teacher sites in the teacher site collection will be generated using these site templates and a scripted deployment. The script will assign each site's owner and related permissions, and apply school themes (logo, colors) according to Teacher ID, school and grade level (Primary or Secondary). The script should also configure the Web Parts using the ID (Active Directory ID) of the site owner. Site designs, master pages and themes have already been developed by ACPS.

Offerors shall have a minimum of three years experience in supporting custom designed systems with clients of similar size and scope.

Offeror shall provide a reference list of clients of similar size and scope, preferably K-12 clients, within the state of Virginia. References to be listed on the "Offeror's Data Sheet" attachment.

Offeror should have experience in supporting clients of similar size and scope to Albemarle County (approximately 1,200 teachers and support access for approximately 13,000 students and their parents/custodians and community access where appropriate) and shall support the following minimum requirements:

- Website presence that interfaces with Windows-based and Mac OS-based computers in addition to popular mobile devices through commonly used browsers.
- Integrate User Profile data within SharePoint
- Ongoing delivery of classroom, school, and district content by teachers to students, parents and community.
- Storage, display, and accessibility of teacher defined content for public access.
- A standardized ACPS-branded landing page for every teacher website which retains the look and feel of the Division web presence.
- Web services functionality as described herein

A. **Information Architecture:**

1. Contractor shall furnish all labor and resources to conduct an audit of the existing SharePoint infrastructure for the purpose of recommending optimal system (SharePoint) configuration for the proposed teacher site deployment.
2. Contractor shall assess existing and proposed information architecture, content, taxonomy and metadata in order to recommend and implement efficient & effective site navigation, and to define and create custom content types, site columns and page layouts as needed to manage and organize the content.
3. Contractor shall review ACPS existing design treatments and verify that these are effective and feasible given the functional and technical requirements for teacher profile pages.

B. Systems configuration:

1. Contractor shall focus on first maximizing configurations available in the SharePoint platform before proceeding to custom development.
2. Contractor shall modify and enhance SharePoint functionality by applying contractor recommended and Division approved OOTB enhancements to the SharePoint site.
3. Contractor should, if necessary, configure SharePoint's Term Store to support managed metadata/taxonomy.
4. Contractor shall review ACPS' current Active Directory configuration Profiles in relation to Teacher Profile Page functionality for the purpose of making optimization and configuration recommendations.

C. Custom development:

1. Contractor shall collaborate with ACPS for the design, development and deployment of a teacher site collection which will include custom web parts, one or more page layouts, site definition and templates and deployment script.
2. Contractor shall develop custom web parts which will present select User Profile Data on the teacher profile pages, including the teacher's school, grade level or subject area, ACPS email address, brief bio or personal statement, and photo.
3. Contractor shall develop up to two teacher site templates and site definitions (one for Primary schools and the other for Secondary schools, as needed) which will include secure teacher access and specific Libraries and Lists, as well as the Profile Page layout and web parts.
4. Site templates shall be generated from Publishing Site prototypes, and modified as necessary to function as a valid, functional Template for a scripted deployment of multiple sites.
5. A custom deployment script shall be developed to generate approximately 1200 teacher sites using these site templates. The script must establish each site's owner and related permissions as well as school themes (logo, colors) according to Teacher ID, school and grade level (Primary or Secondary).
6. Deployment script should also configure the Profile Data web part(s) for each site using the User ID of the site owner.
7. Contractor shall provide a script or other solution for ongoing maintenance of current and creation of future teacher sites.
8. Contractor shall be responsible for all scripting and coding for customized configurations and web parts necessary to achieve the stated needs and requirements of this RFP.
9. The Division will retain ownership and all rights to any scripting or coding that the contractor performs on its behalf. The contractor shall provide the Division with all source code for any customized coding and scripting developed for the Division.
10. Contractor shall provide technical training and documentation for end user training for any web parts, scripts or coding done in connection with this RFP.

D. Security:

1. The solution shall support industry best practice security and encryption for all authentication and data transfers. The contractor should make recommendations for Division consideration.

E. End User Connectivity and Performance:

1. The solution as provided by contractor through consultation, configuration and design/build of custom web parts shall have the following functionality requirements:
 - a. The solution must provide a user-friendly interface for designing and editing site content.
 - b. The solution must allow public internet access to resources.
 - c. The solution should be compatible with commonly used PC, Mac and mobile devices using browsers in general use by the teachers, students and community. This will include but not be limited to supported browser versions from Microsoft, Apple, Mozilla, Google, and commonly used mobile devices from BlackBerry, Apple, Android, Nokia and Microsoft.
 - d. The solution must provide full turnkey capability for the teachers to design and produce fully functioning website(s) which have common web parts, lists and library structures as well as sharing a Division branding schema and display certain user profile data in a uniform design format.

F. Deployment:

1. Contractor shall ensure crawls are functioning and initialize pre-launch checklist.
2. Contractor shall work with ACPS staff to move sites to the production environment and launch the sites.
3. Contractor shall define and document both functional and technical requirements in the following areas:
 - Configuration verification of overall SharePoint architecture, Out of the Box (OOTB) and customized SharePoint features and functionality needed for the solution.
 - The Contractor shall present final requirements and technical specifications to ACPS for review and approval.
4. Contractor shall provide quality assurance to identify areas of risk and assign responsibility and dependencies prior to the launch date. At launch, appropriate contractor resources shall be available for last minute tasks and launch assistance. Once the launch is completed, the contractor shall offer post launch support to address items that need attention.

G. Delivery schedules:

1. Contractor shall begin work within 10 days of receiving a fully executed contract.
2. All systems evaluations and infrastructure assessments and OOTB configurations, recommendations and deployment plans must be completed by contractor and approved by Division prior to June 30, 2013. This should account for approximately 30% of the overall work.
3. The full deployment of all 1,200 teacher sites must be deployed and ready for content and teacher training and live use by August 1, 2013.
4. Project documentation as defined in this RFP will be due to the Division by August 15, 2013.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (5) copies of each proposal along with an electronic copy of the proposal on CD either in Microsoft Word or PDF format must be submitted to the County as a complete sealed proposal. No other distribution of the proposal shall be made by the offeror.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the County of Albemarle requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. 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. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. 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 and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

- g. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.
- 3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Section 1 – Methodology/Specific Plan:
 - Provide a description of methodology of the offerors design and management processes incorporating an understanding of the goals and criteria of this project and how the offeror intends to meet those goals and criteria.
 - Provide a specific plan for providing the service including:
 - i. what, when and how the service will be performed,
 - ii. list of proposed equipment/goods/etc. including operational parameters, illustrations, etc., and
 - iii. staff and resource ability to meet the timeline specifications as outlined in this RFP.
2. Section 2 – Experience: A written narrative statement to include:
 - Experience in providing the services described herein
 - Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, consultants, and sub-consultants to be assigned to the project. Provide the length (time and number of projects) of relationship the offeror has with the proposed employees, consultants, and sub-consultants.
 - Resumes of staff to be assigned to the project.
 - References: Provide at least three references for which work of a similar nature to that described herein was performed within the past three years. The reference should include the name, title, address, phone number, and email for the person on the owner's team most intimate with the details of project being referenced. See Attachment A - Offeror Data Sheet.
 - Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. See Attachment B – State Corporation Commission Form.

3. Strength of overall proposal. Overall quality of proposal submitted that specifically addresses the County's Request for Proposals including the basic approach and understanding of the County's objectives. This will be a component of the overall proposal.
4. Section 4 – Proposed Price: Provide a schedule of work that includes the number of estimated hours, classification of staff performing the service and hourly rate charged for that classification.
5. Section 5 – Additional Information:
 - Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
 - Attachment C – Certification of No Collusion
 - Attachment D – Proprietary/Confidential Information Identification
 - Insurance: See General Terms and Conditions Section. Insurance for required coverages and limits.

V. EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA: Proposals shall be evaluated by the County of Albemarle using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for the intended purposes.	40
2. Qualifications and experience of Offeror in providing the goods/services.	35
3. Cost	25
	100

- B. AWARD OF CONTRACT: The selection process shall be as per § 2.2-4301 (3-b) of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County Executive or Purchasing Agent shall select the offeror which in their opinion has made the best proposal, and shall award the contract to that offeror. Should the County Executive or Purchasing Agent, as appropriate, determine in writing and in their sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

VI. PREPROPOSAL CONFERENCE: A pre-proposal conference is not scheduled.

VII. GENERAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the County of Albemarle will be used in

product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Albemarle has purchased or uses any of its products or services, and the contractor shall not include the County of Albemarle in any client list in advertising and promotional materials, unless the contractor has been given written permission by a County representative who is authorized to sign on behalf of the County.

- B. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a written notice on the bid board located in the Purchasing Department.
- C. NON-DISCRIMINATION: By submitting their proposals, offers certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and *Virginia Code* § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Virginia Code* § 2.2.4343.1(E)).

Every contract over \$10,000 shall include the provisions:

- 1. During the performance of this 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 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, shall state that it 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 these requirements.

- 2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.

- D. NON-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- E. NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The County of Albemarle does not discriminate against faith-based organizations.

- F. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Albemarle all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Albemarle under said contract.
- G. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- H. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.
- I. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- J. PROPOSAL ACCEPTANCE: Proposals must be submitted by the date and time stated in this solicitation. Proposals will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of proposal.
- K. PROPOSAL ACCEPTANCE PERIOD: Each proposal submitted must be and remain valid for a period of at least sixty (60) days from opening date.
- L. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than twenty percent (25%) or \$50,000, whichever is greater, of the amount of the contract without the advance approval of the County Executive or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
 - B. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 - 1. By mutual agreement between the parties in writing; or
 - 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of

work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or

3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

- M. CLARIFICATION OF TERMS: The County will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the Purchasing Division and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this RFP MUST be submitted to the Purchasing Division no fewer than seven (7) work days prior to the proposal opening date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process. Any contact with any County representative, other than that outlined within this solicitation, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: This procurement is being conducted by County of Albemarle in accordance with the provisions of 2.2-4304 of the Virginia Public Procurement Act (VPPA). Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Albemarle County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an Albemarle County contract. The County of Albemarle assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- O. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this request for proposals, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.
- P. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be

submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The County has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the County's Purchasing Office. Contractual disputes shall also be subject to the provisions of *Virginia Code* §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).

- Q. COOPERATIVE CONTRACTING: This procurement is being conducted on behalf of other public bodies, in accordance with *Virginia Code* §2.2-4304 (A). Unless specifically prohibited by the offeror, any resultant contract may be extended to the City of Charlottesville, the University of Virginia, the Rivanna Water & Sewer Authority, the Rivanna Solid Waste Authority, the Albemarle County Service Authority, the Charlottesville Housing Authority, Region Ten Community Services Board and various other public agencies in, but not necessarily limited to, the central Virginia area in and around Charlottesville and Albemarle County, to permit those public bodies to purchase in accordance with the terms, conditions and specifications of this proposal at contract prices. The successful vendor shall deal directly with County department with regard to order placement, delivery, invoicing and payment.
- R. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- S. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- T. DESIGNATED PERSONNEL: The personnel designated in the management summary for key positions shall not be changed except with the permission of the County. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the County. The County shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under this Agreement, or a reduction in the quantity or quality of the Service by this Agreement, as determined in the County's sole discretion.
- U. DRUG-FREE WORKPLACE: Pursuant to *Virginia Code* § 2.2-4312, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to 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; and (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. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees 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.
- V. ETHICS IN PUBLIC CONTRACTING: Pursuant to *Virginia Code* § 2.2-4367: By submitting a proposal, the offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- W. HEADINGS: Section, article and paragraph headings contained within this Request for Proposals have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Proposals.
- X. IDLING REDUCTION REQUIREMENT: For any work performed within the City of Charlottesville, contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.
- Y. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the County of Albemarle, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- Z. INCLEMENT WEATHER/CLOSURE OF COUNTY OFFICES: If the County of Albemarle is closed for business at the time scheduled for proposal opening, for whatever reason, sealed proposals will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- AA. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the County and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys fees which the County and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, County officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.
- BB. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offerors's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
 - b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
 - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The County of Albemarle and its officers, employees agents and volunteers must be named as additional insureds and be so endorsed on the policy.
 - d. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
 - e. Umbrella or Excess Liability Coverage (endorsed)
 - f. Professional Liability Insurance

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the County;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence based policy;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the offerors' policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the County certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the County; and (iii) the Offeror shall deliver to the County endorsements to the policies which require the County and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability. Such endorsements must be approved by the County, and (iv) upon the request of the County, provide any other documentation satisfactory to the County in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The County shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the County for any liability to the County, as specified in any other provision of this contract, and the County shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver Of Subrogation: The Offeror agrees to release and discharge the County of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the County's sovereign immunity under law.

Right to Revise or Reject: The County reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate

legally.

CC. OSHA STANDARDS: All contractors and subcontractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

DD. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Contractor for the County are the sole property of the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

EE. PAYMENT:

A. To Prime Contractor:

- a. The County shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the County shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the County fails to make payment by the required payment date, the County shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
- b. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the County with a federal employer identification number, prior to receiving any payment from the County.
- c. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number.
- d. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which County department is being billed.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a County department of its prompt payment obligations with respect to those charges which are not in dispute (*Virginia Code* § 2.2-4363).

B. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

FF. PAYMENT TERMS: Proposal must clearly state payment terms desired. Such terms as proposed shall be negotiable.

GG. PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the County of Albemarle or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

HH. PRECEDENCE OF TERMS: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

II. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with *Virginia Code* §2.2-4342, all proceedings, records, contracts and other public records relating to the County's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the *Virginia Code* §2.2-3700 et seq. Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after interviews and negotiations are completed, but prior to award, except in the event the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of *Virginia Code* §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire proposal submission as being "confidential" shall not be sufficient to invoke the protections referenced above.

JJ. QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

KK. RIGHT TO ACCEPT OR REJECT OFFERORS: The County reserves the right to accept or reject any or all proposals in whole or in part.

LL. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Albemarle County Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor

hereby certifies to the County of Albemarle and to the Albemarle County School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to *Virginia Code* § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the County of Albemarle and the Albemarle County School Board of any event that renders this certification untrue.

MM. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to the *Virginia Code* §2.2-4311.2 (B), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

NN. TAXES: Include only taxes applicable to the project in this proposal. The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County's tax exempt status will be furnished by the County of Albemarle upon request.

OO. TESTING AND INSPECTION: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

PP. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

QQ. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Adequate data for evaluation purposes must be provided. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

RR. The terms and conditions set forth above within this Request for Proposals shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

VIII. SPECIAL TERMS AND CONDITIONS:

A. CANCELLATION OF CONTRACT: The County may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

IX. METHOD OF PAYMENT:

Payment will be monthly until the end of the project. In addition, invoices must be submitted by the last day of the month following the month services were rendered.

X. ATTACHMENTS:

ATTACHMENT A	Offeror Data Sheet
ATTACHMENT B	State Corporation Commission Form
ATTACHMENT C	Certification of No Collusion
ATTACHMENT D	Proprietary/Confidential Information Identification
ATTACHMENT E	Certification of Crimes Against Children and Acts of Moral Turpitude

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
 Name: _____ Phone: _____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
 _____ Years _____ Months
4. Vendor Information:
 FIN or FEI Number: _____ If Company, Corporation, or Partnership
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The bidder/offeree:

☐	is a corporation or other business entity with the following Virginia SCC identification number: _____ -OR-
☐	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
☐	is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder/offeree 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 bidder/offeree's out-of-state location) -OR-
☐	is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeree'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. Attach opinion of legal counsel to this form.
☐	Check the following box if you have <u>not completed any of the foregoing options</u> but currently have pending before the Virginia SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (the County reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certification of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&18.2-498.1 atseq.)

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA

COUNTY OF ALBEMARLE, to wit:

The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public by _____ on _____.

Notary Public

My commission expires:_____

CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Name of Firm/Offeror: _____

RFP#: _____

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 state 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 secrets or proprietary information. In addition, a summary of proprietary information 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.

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

**CERTIFICATION OF CRIMES AGAINST CHILDREN
AND ACTS OF MORAL TURPITUDE**

Contractor acknowledges that the implementation of this contract requires Contractor, Contractor's employees and/or subcontractors to have direct contact with Albemarle County Public Schools' students. Therefore, Contractor hereby certifies that neither Contractor nor, to the best of Contractor's knowledge, its employees and/or subcontractors have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor further certifies and shall indicate below whether Contractor and, to the best of Contractor's knowledge, its employees and/or its subcontractors, who will have direct contact with Albemarle County Public School students, have been convicted of a crime of moral turpitude. Crimes of "moral turpitude" are those crimes involving lying, cheating or stealing.

For the purposes of this certification, "direct contact with students" means being in the presence of students during regular school hours or during school sponsored activities.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1(C), making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Albemarle County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

.....

Have you or, to the best of your knowledge, any of your employees and/or subcontractors who will have direct contact with students been convicted of a crime of moral turpitude?

☐ NO
☐ YES (please explain) _____

Contractor

Date

By: _____

Title: _____