



COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

RFP#07-8293-11SW

DEPARTMENT OF GENERAL SERVICES

PAUL N. PROTO
DIRECTOR

December 5, 2007

**REQUEST FOR PROPOSAL
Annual Contract for Technical Training for
Geographic Information System (GIS)**

Your firm is invited to submit a proposal to obtain the services of a qualified technical trainer to provide an annual contract for GIS course work for the County of Henrico, Department of Human Resources (DHR) in accordance with the enclosed specifications. The submittal, consisting of the original proposal and four (4) additional copies marked, " Services of a qualified instructor(s) to provide GIS course work for the County of Henrico, Department of Human Resources (DHR) ", will be received no later than 2:00 p.m., December 21, 2007, by:

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

OR

U.S. POSTAL SERVICE
County of Henrico
Department of General Services
P.O. Box 27032
Richmond, Virginia 23273-7032

This RFP and any addenda are available on the County of Henrico website at: www.co.henrico.va.us The Bids and Proposals link is listed under the Henrico Business Section on the home page. To download the IFB, click the link and save the document to your hard drive. To receive a printed copy of this document please call (804) 501-5660 or bla04@co.henrico.va.us To receive an email copy of this document or any technical assistance please contact edw@co.henrico.va.us

Time is of the essence and any proposal received after **2:00 p.m., December 21, 2007**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, Department of General Services. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

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

Technical questions concerning this Request for Proposal should be submitted to Sara Walters at the email below.

Very truly yours,

Paul N. Proto
Director of General Services

Sara T. Walters, CPPB
Senior Purchasing Officer
Wal21@co.henrico.va.us
804-501-5684

I. PURPOSE:

The intent and purpose of this Request for Proposal (RFP), and the resulting contract, is to obtain the services of a qualified technical trainer(s) to provide GIS course work for the County of Henrico, Department of Human Resources (DHR).

II. BACKGROUND:

The Henrico County Government workforce consists of over 4,196 employees working in 34 individual agencies.

The Henrico County Department of Human Resources, Division of Training, sponsors, coordinates, and administers in-service training programs for Henrico County Government Employees. These training programs fall within several basic areas of training; management/supervisory, clerical, technical and special requests. The County currently uses a combination of in-house staff and outside consultants to deliver the programs to participants.

III. SCOPE OF SERVICES:

In an effort to better address the current and future training needs of County employees, the County intends to establish a contract for GIS training on an “as needed basis” with a qualified offeror. The Offeror will plan and develop the course based on the objectives provided by the County listed below:

- A. Provide a wide variety of instructor-led GIS course work that meets the needs of employees as determined by Henrico County’s Human Resources Department. The training should include but not be limited to courses in the following areas:
 - GIS Analysis
 - GIS Data Production and Editing
 - Geodatabase Management Learning
 - Fundamentals of ArcGIS Desktop
- B. Provide training facilities that:
 - Have modern, up-to-date classrooms
 - Are equipped with modern, up-to-date equipment and software
 - Are conveniently located for County employees
 - Have ample and convenient parking
- C. Provide a quality adult learning atmosphere
- D. Provide the County of Henrico with the flexibility of determining course offerings on an annual as well as a “just-in-time” basis
- E. Provide the County of Henrico with the flexibility to customize course content to meet the needs of our employees
- F. Provide the County of Henrico with private classes – consisting of only Henrico County employees.
- G. Provide the County of Henrico with the flexibility of using another supplier if a class is outside the scope of available courses offered or a suitable instructor is not available.
- H. Provide the County of Henrico with the flexibility to schedule courses in the patterns or sequence that best meets the needs of the County. Training is usually conducted

during the County's regular hours of operation, 8:00 am to 4:30 pm Monday through Friday.

- I. Provide the County of Henrico with the opportunity to have input on the instructors for each class. The County requires outside trainers have special expertise and educational achievement in the specific area of instruction. Certified courses require certified instructors. Instructors teaching any certified course will be required to provide verification of their certification in the specific subject matter.
- J. Provide suitable textbooks for each course with input from the County of Henrico staff. Include the cost of the text in with the total cost of the course.
- K. Provide each student who successfully completes a course with a certificate of completion. Allow for cancellation of a course within two weeks of the date of the course without any penalty or cost to Henrico County.
- L. Provide hours of instruction that meet the County's scheduling needs. Training is usually conducted during the County's regular hours of operation, 8:00 am to 4:30 pm Monday through Friday.
- M. Provide administrative support for certain functions such as: emailing evaluations and faxing participant lists to the County of Henrico at the conclusion of each class.
- N. Establish a fee based on a minimum /maximum number of students in each course as well as a per-day option.
- O. Provide Henrico County with a complete list of courses that can be offered by your facility.
- P. Invoice the County of Henrico at the conclusion of each course and no later than 30 days after the end of the course.
- Q. Registration of employees does not require social security numbers
- R. The County will provide a training evaluation form to be completed by each participant.
- S. The County will establish the maximum class size depending on the nature of the training and the instructional methods to be used. Typically, the maximum class size is sixteen (16).
- T. The County will monitor the instructor's performance and future use of an instructor will be determined by County personnel based on both evaluation forms and observation.
- U. The County reserves the right to exclude content or an instructional method deemed not appropriate.
- V. The County will **not** pay for "extended" time unless approved in advance.
- W. Prior to awarding of this contract, the County reserves the right to inspect the facilities of any responsive bidder.

IV. **ANTICIPATED SCHEDULE:**

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

- Request for Proposals distributed December 5, 2007
- Receive written proposals December 21, 2007, 2:00 p.m.
- Conduct oral interviews and negotiations with Offerors
week of January 7, 2008
- Contract/installation begins after February 1, 2008

V. COUNTY RESPONSIBILITIES:

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

VI. GENERAL CONTRACT TERMS AND CONDITIONS:

A. Annual Appropriations:

It is understood and agreed that this contract shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. There shall be no penalty should the Board fail to make annual appropriations for this contract.

B. Award Of The Contract:

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the Purchasing Office the contract forms and any other forms or bonds required by the RFP.
3. Any contract resulting from this RFP is not assignable.
4. Upon making an award, or giving notice of intent to award, the County will place appropriate notice on the public bulletin board located at the following locations:

Purchasing Office
North Run Office Complex
1590 East Parham Road

Eastern Government Center
3820 Nine Mile Road
Richmond, VA

Henrico Government Center
4301 E. Parham Road
Richmond, VA

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

C. Collusion:

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

through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation:

The Offeror shall be required to submit a complete itemized invoice on each delivery or service, which he may perform under the contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the contract within forty-five (45) days after the receipt of the proper invoice.

E. Contract Period:

1. The contract period shall be from February 1, 2008 through January 31, 2009. The contract price shall be firm for the contract period. The price for each subsequent contract year may not exceed three percent (3%) above the previous year's fee and shall remain firm for the renewal year.
2. The contract may be renewed for four (4) additional one-year terms upon written, mutual agreement between the County and the Successful Offeror.

F. Controlling Law; Venue

This contract is made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this RFP, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Default

1. If the Successful Offeror is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror will be provided twenty (20) calendar days to provide a plan to correct said default.
2. If the Successful Offeror fails to cure said default within twenty days, the County, among other actions, may complete the system through a third party, and the Successful Offeror shall be responsible for any amount in excess of the agreement price incurred by the County in completing the system to a capability equal to that specified in the contract.

G. Discussion of Exceptions to the RFP

The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict

between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise.

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

H. Drug-Free Workplace to be Maintained by the Contractor (Code of Virginia, Section 2.2-4312)

1. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

I. Employment Discrimination by Contractor Prohibited:

1. During the performance of this contract, the contractor agrees as follows (Code of Virginia, Section 2.2-4311):
 - (a.) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (b.) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - (c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

J. Indemnification

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

K. Insurance Requirements:

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

L. Minority and Women-Owned Businesses:

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County of Henrico actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the County's Internet site at www.henrico.va.us and may be viewed under the Bids and Proposals link on the homepage.

M. No Discrimination against Faith-Based Organizations:

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

N. Offeror's Performance:

1. The Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.
2. The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Offeror shall cooperate with County officials in performing the contract work so that interference with normal program will be held to a minimum.
3. The Offeror shall be an independent contractor and shall not be an employee of the County or the Personnel Department.

O. Ownership of Deliverable and Related Products:

1. The County of Henrico, Virginia shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Contractor, from doing so. To the extent that the Contractor may be deemed at any time to have any of the foregoing rights, the Contractor agrees to irrevocably assign and does hereby irrevocably assign such rights to the County of Henrico, Virginia.
2. The selected Offeror shall be expressly prohibited by the terms of any contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches in the best interest of the County.

P. Record Retention/ Audits:

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

Q. Severability

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

R. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the County of Henrico, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall

furnish the County the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.

S. Taxes:

1. The Offeror shall pay all county, city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the County and the Offeror, as the taxes shall be an obligation of the Offeror and not of the County, and the County shall be held harmless for same by the Offeror.
2. The County of Henrico is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

T. Termination Of Contract:

1. The County of Henrico reserves the right to terminate the contract/purchase order immediately in the event that the Successful Offeror discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of this contract/purchase order will be considered grounds for immediate termination of the contract/purchase order by the County of Henrico.
3. Notwithstanding anything to the contrary contained in the contract/purchase order between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause, by giving 30 days written notice to the Offeror.
4. If the termination clause is used by the County, the Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date set in the written termination notice.

VII. PROPOSAL SUBMISSION REQUIREMENTS:

- A. The Purchasing Office will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (*Attachment B*) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Office

requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

- D. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
- E. The time proposals are received shall be determined by the time clock stamp in the Purchasing Office. Offerors are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents they have read and understand the Scope of Services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.
- H. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia). (Attachment "C")**
- I. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Office in writing of its intentions.
 - 1. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
 - 2. Modified and withdrawn proposals may be resubmitted to the Purchasing Office up to the time and date set for the receipt of proposals.
 - 3. No proposal can be withdrawn after the time set for the receipt of proposals and for ninety (90) days thereafter.
- J. Comments as to how the proposal documents, scope of services or drawings can be improved are welcome. Offerors requesting clarification or interpretation of or improvements to the proposal general terms, conditions, scope of services or drawings shall make a written request which shall reach the Purchasing Office, Division of General Services, at least eight (8) days prior to the date set for the receipt of proposals. Any changes to the proposal shall be in the form of a written addendum from the Purchasing Office and it shall be signed by the Director of General Services or a duly authorized representative. **Each Offeror**

shall be responsible for determining that all addenda issued by the Purchasing Office have been received before submitting a proposal.

- K. All proposals received in the Purchasing Office on time shall be accepted. All late proposals received by the Purchasing Office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the contract.

VIII PROPOSAL RESPONSE FORMAT:

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

- B. The Offeror should include in their proposal the following:

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

2. Introduction

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

Proposal Signature Sheet – Attachment B

Proprietary/Confidential Information Identification – Attachment C

3. Executive Summary

Furnish evidence of sufficient financial responsibility to fulfill this contract, and that the Offeror can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.

The reputation of Offeror regarding adequacy of their resources and facilities and past records of their skillful performance of work of the type and magnitude required shall be included in this proposal

4. Organizational Structure and Key Staff Resumes

Describe how you propose to organize your team to fulfill this contract. List the key team members that will be involved in this contract.

Provide resumes for key staff who will be involved in this contract, include their qualifications, Certification of Achievements (License, Diploma, etc.).

If proposing to subcontract any portion of the work, the same information must be provided for each subcontractor.

5. Experience and Reference Summary

Provide the following information relative to your firm's experience and references. If proposing to subcontract any portion of the work, the same information must be provided for each subcontractor.

Summarize experience and relate its relevance to the proposed contract in terms of technical scope.

List background and expertise to accomplish all tasks set forth in this RFP. Do not include an extensive list of projects that are not relevant to this contract.

References, list three (3) current clients you are or have provided services for, similar in scope, within the last 18 months. Include company name, address, phone and fax numbers, email address, a description of the services provided, the amount of the contract and the client contact person.

6. Miscellaneous.

Any miscellaneous information relevant to the contract not included in a previous section may be included in this section.

7. PRICE

Prices quote must be all-inclusive (includes parking, meals, travel, hotel, out-of-pocket expenses, etc.).

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

- A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.

- B. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

EVALUATION CRITERIA	WEIGHT
Special experience, technical capabilities, professional competence and qualifications of the Offeror and the proposed personnel assigned to the project.	25
Current workload and ability to complete the required work within County time constraints.	25
Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the proposing Offeror's plan for providing the services required for Henrico County employees and the ability to comply with reporting and management of the services.	15
References	10
Cost of Services	20
Quality of proposal submission/oral presentations	5
TOTAL	100

- C. Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. 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 shall select the Contractor, which, in its opinion, has made the best proposal, and shall award the contractor to that 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 than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

ATTACHMENT A INSURANCE SPECIFICATIONS

The contractor shall carry Public Liability Insurance in the amount specified below, including the contractual liability assumed by the Contractor, and shall deliver Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the County named as an additional insured for the Commercial General Liability and Excess/Umbrella Liability coverage. The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Best. In addition, the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

1. Workers' Compensation

Statutory Virginia Limits
Employers' Liability Insurance

- \$100,000 for each Accident by Employee
- \$100,000 for each Disease by employee
- \$100,000 policy limit by Disease

2. Commercial General Liability

Combined Single Limit

- \$1,000,000 each occurrence including contractual liability for specified agreement and no exclusion for XCU hazards
- \$2,000,000 General Aggregate (other than Products/Completed operation)
- \$2,000,000 General Liability – Products/Completed Operations
- \$1,000,000 General Liability – Personal and Advertising Injury
- \$100,000 Fire Damage Legal Liability

3. Business Automobile Liability, includes owned, non-owned and hired vehicles

Combined Single Limit

- \$1,000,000 each accident

4. Umbrella Liability

- \$1,000,000 each occurrence/aggregate

NOTE 1: Contractual Liability covers the following indemnity agreement: "The successful offeror agrees to indemnify, defend and hold harmless the County of Henrico including Henrico Public County Schools, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the successful Offeror, provided that such liability is not attributable to the County's sole negligence."

NOTE 2: To satisfy the requirements of 3D above, the classification code numbers appearing on the Comprehensive General Liability coverage parts shall not exclude the symbols "X-C-U".

NOTE 3: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance and self-insured reserves. The Contractor shall submit evidence of self-insurance to the Owner for its review and approval in addition to the required certificate of insurance. Such evidence shall consist of, at a minimum, current financial statements, which clearly indicate the reserves, committed to the Contractor's self-insurance program. The Contractor shall for the duration of the project maintain the self-insurance reserves at a level not less than that which is stated by the Contractor at the time that the Contract is executed. However, the total insurance protection provided for Commercial General Liability protection or for Comprehensive Automobile Liability protection, either individually or in combination with the Excess Liability Umbrella, must total \$2,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

**ATTACHMENT B
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP# 07-8293-11SW**. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF BIDDER: _____

ADDRESS: _____

TAXPAYER NUMBER (TIN) _____

SIGNATURE: _____

NAME (print): _____

TITLE: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

DATE: _____

SUPPLIER TYPE (Check One)

- ☐ CORPORATION - DOMESTIC
- ☐ INDIVIDUAL/SOLE PROPRIETOR - DOMESTIC
- ☐ PARTNERSHIP - DOMESTIC
- ☐ GOVERNMENT - DOMESTIC
- ☐ NON-PROFIT

- ☐ CORPORATION - FOREIGN
- ☐ INDIVIDUAL/SOLE PROPRIETOR - FOREIGN
- ☐ PARTNERSHIP - FOREIGN
- ☐ GOVERNMENT - FOREIGN

BUSINESS CATEGORY (Check all that apply)

- ☐ SMALL BUSINESS
- ☐ WOMAN OWNED AND CONTROLLED
- ☐ MINORITY OWNED AND CONTROLLED
(Asian, Hispanic, Eskimos & Aleuts, Native Americans, African Americans)
- ☐ NONE OF THE ABOVE

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT C
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF FIRM/OFFEROR: _____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

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