



CHESAPEAKE PUBLIC SCHOOLS

Purchasing Department
School Administration Building
312 Cedar Road
Chesapeake, Virginia 23322

January 27, 2011

To All Interested Parties:

Please find attached hereto our Request for Proposal **(RFP) #44-1011 – Mechanical Engineering Services**. Please read carefully the information contained herein.

You are requested to submit **one (1) original (clearly identified as “ORIGINAL”), and six (6) copies** of your response **no later than 3:00 p.m. Eastern Standard Time (EST), February 18, 2011**, to Mrs. Kisha J. Allen, Director of Purchasing, Chesapeake Public Schools, School Administration Building, 312 Cedar Road, Chesapeake, Virginia 23322. **You are also requested to submit one electronic copy on CD-ROM for document management purposes.**

An envelope template in “**Attachment A**” has been provided for your use to be affixed to the outside of the envelope of your firm’s RFP response. Failure to utilize the envelope template may result in your proposal not being received in a timely manner, which may result in your proposal not being considered.

If you have any questions concerning this RFP, please call me at (757) 547-0265.

Sincerely,

Mrs. Kisha J. Allen, CPPO, CPPB
Director of Purchasing

jg



Chesapeake Public Schools

Purchasing Department
School Administration Building
312 Cedar Road
Chesapeake, Virginia 23322

LETTER OF TRANSMITTAL **INSURANCE CONSULTING SERVICES** **Request for Proposals (RFP)**

*****THIS FORM MUST BE COMPLETED, SIGNED BELOW, AND
RETURNED IN THE PROPOSAL TO BE CONSIDERED A VALID OFFER*****

ISSUE DATE: **January 27, 2011**

TITLE: **MECHANICAL ENGINEERING SERVICES**

ISSUED BY: **KISHA J. ALLEN, DIRECTOR OF PURCHASING**

RFP No: **44-1011**

COMMODITY CODES COMMODITY CODE: 925-00, 925-67, 925-33,
925-07, 918-42

USING DEPARTMENT: SCHOOL PLANTS AND NEW CONSTRUCTION

SEALED PROPOSALS WILL BE RECEIVED UNTIL:

CLOSING DATE: **FEBRUARY 18, 2011**

CLOSING TIME: **3:00 P.M, EST**

All Inquiries For Information Should Be Directed To:
Mrs. Kisha J. Allen, CPPO, CPPB, Director of Purchasing
Phone: (757) 547-0265, Fax: (757) 547-0279
Email: allenkjo@cps.k12.va.us

If necessary, an addendum will be posted on DemandStar (www.demandstar.com) as well as the Chesapeake Public Schools' website (www.cpschools.com).

Proposals may be mailed or delivered to the Purchasing Department address listed above.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers, And Agrees To Furnish Services Requested In The Solicitation. I Hereby Certify That The Information Supplied Herein Is Correct And That Neither The Vendor Nor Any Person(s) Connected With The Vendor As A Principal Or Officer, To My Knowledge, Is Now Debarred Or Otherwise Declared Ineligible By Any Agency Of The Federal, State And/Or Local Government, The Commonwealth Of Virginia, Or Any Locality In The State Of Virginia, From Contracting To Provide The Goods And/Or Services Requested Herein, Nor Is It An Agent Of Any Person Or Entity That Is Currently So Debarred.

THIS SECTION MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM.

NAME AND ADDRESS OF FIRM:

(Firm) Date: _____

(Street Address) Signature: _____
(Please sign in ink)

(City) Name: _____
(Please print signer's name)

(State) (Zip Code) Title: _____

Phone: _____ Fax: _____

FEI #: _____ DUNS # _____

E-Mail Address: _____

Acknowledge receipt of Addendum #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
(Initial above for each addendum received)



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VENDOR'S AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

Please complete and return with bid response.

To the extent the Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, such entity shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity by the State Corporation Commission. Any such business entity shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this contract. The Owner may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code Section 2.2-4311.2.

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

State Corporation Commission Identification No.: _____

or

Describe why the bidder or offeror is not required to be authorized by the State

Corporation Commission:



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CHESAPEAKE PUBLIC SCHOOLS

Mechanical Engineering Services

Request for Proposals

Part 1 Project Background



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1.1 INTRODUCTION

The Chesapeake Public Schools (hereafter "the Division") seeks proposals from all interested vendors for the performance of mechanical engineering services on an as needed basis, various Chesapeake Public Schools buildings.

Through this Request for Proposal (RFP), the Division is seeking to identify **one or more** Vendors who can most fully meet the needs of the Division as specified in this document and any associated attachments.

Based on enrollment, the Division is the seventh largest school division in Virginia. With nearly 40,000 students and 6,000 employees in 47 schools and centers, the Division is committed to providing excellence in education for the children of Chesapeake.

1.2 BACKGROUND

In order to expedite the design process for replacing or upgrading mechanical equipment systems, the Division plans to select **one or more** qualified mechanical engineering firms.

1.3 PROJECT SCOPE

The Division is seeking sealed proposals from qualified firms that have demonstrated competence and possess the experience to design and write specifications for mechanical equipment systems. The Division reserves the right to make multiple awards. The successful firm(s) will be utilized for multiple mechanical engineering projects, on an as needed basis during the contract period. Each vendor may be given the opportunity to provide a competitive fee (commission) for each project. The maximum commission for each project will be \$50,000. Any mechanical engineering project that exceeds \$50,000 commission is subject to competitive negotiations under a separate solicitation. This is intended to be a multi-year contract with **one or more firms**. The initial term shall be one (1) year, with the option to renew four (4) additional one-year terms.

1.4 GUIDELINES

By virtue of submitting a proposal, interested parties are acknowledging:

- A. This RFP is a request for Mechanical Engineering Services.
- B. It is the intention of the Division to select **one or more** vendors who will have the opportunity to serve as the prime contractor(s) legally and financially responsible for the performance of mechanical engineering services for projects yet to be determined.
- C. Proposals may be submitted for the scope of coverage contained in this RFP. Actual contracts will be negotiated on a project specific basis.



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- D. The Division reserves the right to reject any or all proposals if it determines that proposals are not responsive to the RFP or if the proposals themselves are judged not to be in the best interests of the Division. The Division also reserves the right to meet with Vendors at any time to gather additional information. Furthermore, the Division reserves the right to delete or add specific coverage up until the final contract signing.
- E. This procurement may involve multiple negotiated contracts for Professional Services as defined in § 2.2-4301 of the Virginia Public Procurement Act. It is anticipated that, once the Division identifies one or more viable vendors, after demonstrations or other evaluative processes, competitive negotiations will take place, on a project specific basis, with the vendors on costs of implementation services, as well as other items. The Division reserves the right to request a fixed price quote from each vendor if a detailed scope of work is so defined, then the vendor with the best proposal will be assigned the project.
- The Division will consider all cost and proposal elements to be negotiable and not artificially constrained by the internal corporate policies of vendors. Vendors that contend that they lack flexibility because of the vendor's corporate policy on a particular negotiation item will face a significant disadvantage and may not be elevated to the final selection phase.
- F. All Vendors submitting proposals agree that their terms are valid for a minimum of 90 days after proposal submission to the Division.
- G. All Vendors hereby certify that they have carefully examined all of the documents for the project, have carefully and thoroughly reviewed this RFP, and understand the nature and scope of the work to be done; and that their submittal is based upon the terms, specifications, requirements, and conditions of the RFP.
- H. **All questions** should be submitted **in writing** to Mrs. Kisha J. Allen, Director of Purchasing no later than **4:00 EST, February 11, 2011**. All questions requiring clarification to the specifications will be answered to the extent possible in the form of addenda. The addenda will be published on DemandStar (www.demandstar.com) and the Division's website (www.cpschools.com). Any oral responses are not official. Vendor is encouraged to check DemandStar or the Division's website daily up to 48 hours to the proposal closing to check and secure any addenda. Vendors not having access to the Internet should contact the Division's Purchasing Department and request that any addenda issued be provided through U.S. mail. Receipt of addenda must be acknowledged.
- I. When responding to this RFP, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copies and electronic documents according to the instructions.

This solicitation is subject to the provisions of the Division's purchasing procedures as well as the Virginia Public Procurement Act, which are hereby incorporated into this RFP by reference.



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- J. The Division is not responsible for any errors or ambiguities associated with the analysis of the Vendor's proposal.
- K. It is the intent to award a contract no later than **March 29, 2011**. It is the intent of the Division for the successful Vendor's proposal, any additional information requested, and negotiated changes to be incorporated by reference into this agreement. The Division will issue a Letter of Intent, Award Letter, and/or Contract Agreement for the services procured.
- L. The contract term will commence on **April 1, 2011**, and expires **March 31, 2012**. The contract may be extended upon mutual agreement of both parties for **four (4) additional one-year periods** beginning April 1 of each year, and ending March 31, 2016, at the rates, terms, and conditions set forth in the negotiated contract resulting from this RFP.

1.5 ADDITIONAL INFORMATION

The Division reserves the right to ask any Vendor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Division deems desirable.



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CHESAPEAKE PUBLIC SCHOOLS

Mechanical Engineering Services

Request for Proposals

Part 2 General Submittal Requirements



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GENERAL

In order to be considered for selection, potential Vendors must provide a complete response to this RFP. **One (1) original (clearly identified as "ORIGINAL"), and six (6) copies** of your response **no later than 3:00 p.m. Eastern Standard Time (EST), February 18, 2011**, to Kisha J. Allen, CPPO, CPPB, Director of Purchasing, Chesapeake Public Schools, School Administration Building, 312 Cedar Road, Chesapeake, Virginia 23322. **The Vendor is also requested to submit one (1) electronic copy on CD-ROM for document management purposes.** An envelope template in "**Attachment A**" has been provided for the Vendor's use to be affixed to the outside of the envelope of the Vendor's RFP response.

PREPARATION

The Vendor's submittal shall be signed by an authorized representative of the firm making submission. All information requested shall be submitted. Failure to submit all information required may result in the Vendor's submittal being rejected or a lowered evaluation of the submittal.

Submittals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis will be placed on completeness and clarity of content.

An oral presentation may be required to provide the potential submitter an opportunity to clarify or elaborate on their submittal. This will be a fact finding and explanation session only. No negotiations will be conducted during this time. Any presentation requested may or may not be required and will be scheduled by the Division's Purchasing Department.

GENERAL TERMS AND CONDITIONS

2.1 ANTI-DISCRIMINATION

By submitting their proposals, Vendors certify to the Division 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 Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). 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 recipient's 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. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Vendor agrees as follows:



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

2.2 ETHICS IN PUBLIC CONTRACTING (SEC 2.2-4367 ET SEQ. CODE OF VIRGINIA):

By submitting their proposals, Vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Vendor, 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.

2.3 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, Vendors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 2.2-4311.1 of the Code of Virginia requires that contractors do 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. Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall



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provide a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations. Chesapeake Public Schools requires a completed Certificate of Compliance With Immigration Laws and Regulations for transactions that total more than \$5,000. This certificate shall be attached to the contract document, if applicable ("**Attachment C**").

2.4 CERTIFICATE OF COMPLIANCE

Effective July 1, 2006, amendments made to the Code of Virginia § 22.1-296.1 require that prior to awarding a contract, the contractor and the contractor's employees who may be in direct contact with students in the performance of the contract certify that both the contractor and the contractor's employees have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Chesapeake Public Schools requires a completed Certificate of Compliance. This certificate shall be attached to the contract document. ("**Attachment D**").

2.5 DEBARMENT STATUS

In compliance with this request for proposal and to all the conditions imposed therein and hereby incorporated by reference, the vendor offers, and agrees to furnish services requested in this solicitation. The vendor attests their firm is not currently debarred or otherwise declared ineligible by any agency of the Federal, State and/or Local Government, the Commonwealth of Virginia, or any locality in the State of Virginia, from contracting to provide the goods and/or services requested herein, nor is it an agent of any person or entity that is currently so debarred.

2.6 ANTITRUST

By entering into a contract, the Vendor conveys, sells, assigns, and transfers to the Division all rights, title and interest in and to all causes of the 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 division under said Contract.

2.7 REQUIRED FORMAT AND TERMS AND CONDITIONS

Failure to submit a proposal utilizing the format provided in Part 4 of this RFP may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the division reserves the right to decide, on a case-by-case basis, at its sole discretion, whether to reject such a proposal.

2.8 PRECEDENCE OF TERMS

In the event there is a conflict between the other Required General Terms and Conditions and any Special Conditions in this solicitation, the Special Conditions shall apply.



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2.9 CLARIFICATION OF TERMS

If any prospective Vendor has questions about the specifications or other solicitation documents, the prospective Vendor should contact buyer whose name appears on the face of the solicitation no later than **4:00 p.m. EST on February 11, 2011**. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Division.

2.10 QUALIFICATIONS OF VENDORS

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

2.11 ASSIGNMENT OF CONTRACT

A contract shall not be assigned by the Vendor in whole or part without the written consent of the Division.

2.12 DEFAULT

In case of failure to deliver goods and/or services in accordance with the contract terms and conditions, the Division, after due written notice, may procure them from other sources and hold the Vendor responsible for any resulting additional purchases and administrative costs. This remedy shall be in addition to any other remedies, which the Division may have. Any Vendor judged non-responsive or in default will be removed from the CPS bidders' list for a minimum of one year or one bid cycle, whichever is longer. If reinstatement to the bidders' list is possible, reinstatement can only occur after a meeting between the vendor and a representative of the CPS Purchasing Department in which the vendor supplies appropriate documentation that the original problem resulting in debarment has been corrected.

2.13 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 and terms of the contract only in an agreement signed by the parties. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract and must accord with the requirements of § 2.2-4309 of the *Code of Virginia*.
- B. The Division may order changes within the general scope of the contract at any time by written notice to the Vendor. 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



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shipment, and the place of installation. The Vendor shall comply with the notice upon receipt of the written approval of the Division. The Vendor shall be compensated for any additional costs incurred as the result of such order and shall give the Division 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 set forth in the contract, if the work to be done can be expressed in units, and the Vendor accounts for the number of units of work performed, subject to the Purchasing Division's and City's right to audit the Vendor's records and/or to determine the correct number of units independently; or
3. By ordering the Vendor to proceed with the work and keep record of all costs incurred and savings realized. A markup of 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 Vendor shall present the Purchasing Division with all vouchers and records of expenses incurred and savings realized. The Purchasing Division shall have the right to audit the records of the Vendor, as it deems necessary to determine the cost or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Division within thirty (30) days from the date of receipt of written order from the Purchasing Division.

2.14 TERMINATIONS

A. Termination for Cause

If the Vendor should breach the contract or fail to perform the services required by the contract, the Division may terminate the contract for cause by giving thirty (30) days written notice or may give the Vendor a stated period of time within which to remedy its breach of contract. If the Vendor shall fail to remedy the breach within the time allotted by the Division, the contract may be terminated by the Division at any time thereafter upon written notice to the Vendor or, in the alternative, the Division may give such extension of time to remedy the breach as the Division determines to be in its best interest. Upon receipt of such a notice of termination, the Vendor must implement the agreed upon transition plan. The plan is to be executed at such time and to the extent specified in the notice of termination. The Division's and City's forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the Division's and City's right to terminate nor acquiescence in future act or omissions by the Vendor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Vendor may be subject to a claim by the Division for the costs and expenses incurred in securing a replacement Vendor to fulfill the obligations of the contract. Vendors judged to be non-responsive/in breach of contract will be removed from the bidders' list for a minimum of one year or one bid cycle, whichever is longer. If reinstatement to the bidders' list is possible, reinstatement can only occur after a meeting between the vendor and a representative from the Division's Purchasing Department in which the vendor demonstrates that the unsatisfactory condition/action has been corrected.



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B. Termination for Convenience

The contract may be terminated by the Division in whole or in part for the convenience of the Division without a breach of contract by delivering to the Vendor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Such notification shall be with a minimum of sixty (60) days notice. Upon receipt of such a notice of termination, the Vendor must implement the agreed upon transition plan. The plan is to be executed at such time and to the extent specified in the notice of termination. If the contract is terminated in whole or in part for the convenience of the Division, the Vendor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The Vendor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the Division for delivery to the Division of all products of the services for which the Vendor has or will receive compensation.

C. Delivery of Materials

Any contract cancellation notice shall not relieve the Vendor of the obligation to deliver to the Division all products of the services for which the Vendor has been or will be compensated. Unless otherwise agreed to in writing, the Vendor shall deliver the materials to the Division within thirty (30) days of the Notice of Termination of the Contract. Failure to do so may result in action for "breach of contract", "failure to perform", or specific performance of the contract.

D. Compensation Due the Vendor

Upon such termination, the Vendor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Vendor providing the required project material to the Division. Said fees, which have been earned, shall be billed to the Division in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the Division for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the Division. The Vendor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than sixty (60) days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the Vendor under this contract are subject to appropriation by the Division.

2.15 TAXES

Sales to the Division is normally exempt from state sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Division's excise tax exemption registration number is 54-0972327.



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2.16 INSURANCE

By signing and submitting a proposal under this solicitation, the Vendor certifies that if awarded the contract, it will furnish a Certificate of Insurance(s) naming Chesapeake Public Schools as additionally insured, with thirty (30) days cancellation notice, certifying the following minimum insurance coverages are in effect at the time the contract is awarded, and will submit subsequent certifications upon policy renewals. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Vendor further certifies that the Vendor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGE AND LIMITS REQUIRED:

Minimum Limits

- A. Workers' Compensation – Statutory limits, statutory requirements and benefits require that the Division be added as an additional named insured party on Vendor's policy. (Including coverage under United States Longshoremen's and Harbor Workers Act, where applicable).
- B. Employer's Liability - \$500,000
- C. Commercial General (Public) Liability - \$1,000,000 Combined single limit. Commercial General Liability is to include Premises/Operations Liability Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Division must be named as an additional insured and receive the endorsements to the required policies.
- D. Automobile Liability - \$1,000,000 Combined Single Limit. The Division must be named as an additional insured and receive the endorsements to the required policies.
- E. Professional Liability/Errors and Omissions Coverage - \$2,000,000 per claim, \$2,000,000 aggregate. The Division must be named as an additional insured and receive the endorsements to the required policies.

2.17 MINORITY BUSINESS ENTERPRISE UTILIZATION

It is the policy of the Division to contribute to the establishment, preservation, and strengthening of minority businesses (as defined by the *Code of Virginia*, Section 2.1-64.32:1), small businesses, and women-owned businesses. Towards that end, The Division encourages Vendors to provide for the participation of minority businesses, small businesses, and businesses owned by women through partnerships, joint ventures, subcontracts, and other contractual opportunities. If the total amount of the contract exceeds \$100,000, the Vendor shall complete and submit with its request for final payment, a report describing the Utilization/Participation of Small Businesses and Businesses Owned by Women and Minorities in the work on this Contract.



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2.18 DRUG-FREE WORKPLACE

During the performance of this contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor'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 Vendor'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 Vendor that the Vendor 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 provision will be binding upon each subcontractor or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

2.19 ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Division will publicly post such notice on DemandStar (www.demandstar.com), and in the Electronic Bid Board for ten (10) days on the Division's website (www.cpschools.com), under the Bids and RFP's Awarded Bids' section. Vendors not having access to the Internet should contact the Division's Purchasing Department and request a copy of the Award Letter be provided through U.S. mail.

2.20 PAYMENT

The Division will require a payment schedule based on defined and measurable milestones. Under no circumstances will payments be made in advance of work performed. The Division will seek a 20% retention of all contract monies until acceptable performance is demonstrated as shown by the Division's final acceptance of the products and services produced by Vendor. The Division reserves the right to use products furnished under a contract resulting from this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the Division.

To Prime Contractor:

- A. The Vendor shall submit invoices for items ordered, delivered and accepted directly to the payment address shown on the contract. All invoices shall show the contract number and Federal ID number.
- B. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after receipt of invoice and project completion acceptance of the Division. This shall not affect offers of discounts for payment in less than thirty (30) days, however.



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- C. 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 of the Division's departments are being billed.
- D. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 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 Division 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 department of its prompt payment obligations with respect to those charges, which are not in dispute (*Code of Virginia*, § 2.2-4343 et.seq.).

To Subcontractors (If Applicable):

- 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 Division for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2. To notify the Division 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 Division, 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 Division.

2.21 APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of



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the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Vendor shall comply with all applicable federal, state and local laws, rules and regulations, as well as School Board Policy.

2.22 USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Vendors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the Division and the City, 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 Vendor 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 Division 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. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive. Unless the Vendor 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.

2.23 TESTING AND INSPECTION

The Division reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

2.24 DISPUTE RESOLUTION

Any claim or breach against the Division must be reported to the Division within the time limits set forth in § 2.2-4363 of the *Code of Virginia*. The Division will respond in writing within 30 days.

SPECIAL TERMS AND CONDITIONS

2.25 ISSUING AGENT

The Division's Purchasing Department is issuing this RFP on behalf of the Division's Departments of New Construction and School Plants. Vendors are specifically directed NOT to contact any Division personnel, other than specified personnel identified in this RFP, for meetings, conferences or technical discussions that are related to the RFP.

Unauthorized contact of any Division personnel may be cause for rejection of the Vendor's RFP response. All communications regarding this RFP process should be directed to:

Mrs. Kisha J. Allen
Director of Purchasing
(757) 547-0265
E-mail : allenkjo@cps.k12.va.us



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2.26 SUBMISSION REQUIREMENTS

To facilitate evaluation of proposals, **one (1) original (clearly identified as "ORIGINAL"), and six (6) hard copies shall be submitted to the addresses shown on the cover sheet of this RFP.** The Vendor is also requested to submit **one (1) electronic copy on CD-ROM** for document management purposes. In the case of any discrepancy, the original hard copy prevails. The Vendor's name and address should be marked clearly on the proposal submission. Late proposals will not be considered and will be returned to the Vendor unopened. The official receipt of the proposal is based upon the date and time stamp in the Division's Purchasing Department. For the purpose of this proposal, the time clock in the Purchasing Department of the Division is the official time. Proposals received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to the Purchasing Department for the premature opening of a proposal not properly addressed and identified. Utilize the envelope template provided in **"Attachment A"** in packaging your proposal for submission. Failure to do so may result in the Vendor's proposal not being received in a timely manner, which may result in the proposal not being considered. The Division cautions Vendors to assure actual delivery of mailed or hand-delivered proposals directly to the Purchasing Department of the Division prior to the date and time established as the deadline.

Use the following checklist to ensure that your firm is submitting a complete proposal. Additionally, ensure that all electronic files are clearly identified with your business name and address.

- ☐ One (1) copy of the entire proposal needs to be submitted electronically (on CD-ROM only) for document management purposes.
- ☐ One original (clearly identified as the "original") and six (6) bound copies of the proposal (each including hard copies of the completed Letter of Transmittal, costs proposals and responses) presented in a professional manner are to be submitted. Sections should be tabbed.
- ☐ No telephone, fax, e-mail, or verbal offers will be accepted.

2.27 PROPOSAL COSTS

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the Division to reimburse any individual or Vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Division or for participating in any selection interviews.

2.28 ACCEPTANCE

Submission of any proposal indicates an Vendor's acceptance of the conditions contained in this RFP in addition to any Addenda issued by the Division's Purchasing Department unless clearly and specifically noted otherwise by the Vendor. Such notice, however, may result in the Vendor being declared non-responsive.



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2.29 TENTATIVE PROCUREMENT AND IMPLEMENTATION SCHEDULE

February 18, 2011	Proposals Due (3:00 pm)
March 4, 2011	Begin Vendor Demonstrations/Interviews
March 14, 2011	Selection Process Finalized
March 28, 2011	School Board Consideration for Approval and Award
March 30, 2011	Finalize & Sign Contracts
April 1, 2011	Contract Begins

2.30 ADDITIONAL INFORMATION

The Division reserves the right to ask any Vendor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Division deems desirable. Further, the Division reserves the right to order items from State Contracts or other competitively negotiated contract such as US Communities contracts if it is deemed the best interest of the Division.

2.31 ADVERTISING

In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Division will be used in product literature or advertising without permission from the Director of Purchasing. The Vendor shall not state in any of its advertising or product literature that the Division has purchased or uses its products or services.

2.32 SAFETY

- 2.31.1 The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property that may come on the building site or be affected by the Contractor's operation in connection with the work.
- 2.31.2 The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- 2.31.3 The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
- 2.31.4 The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions,



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any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.

2.31.5 In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on any emergency work shall be billed at existing contract rates.

2.33 HOLD HARMLESS CLAUSE

The Vendor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the Division, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Vendor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

2.34 WORKMANSHIP AND INSPECTION

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The Division may, in writing, require the Vendor to remove any employee from the contract that the Division deem inappropriate for contract performance.

2.35 CONFIDENTIAL MATTERS

All data and information, gathered by the Vendor and its agents, including this RFP and all reports, recommendations, specifications, and data, shall be treated by the Vendor and its agents as confidential. The Vendor and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the Division. The Division recognizes that some of the material received from the Vendors may be proprietary and agrees not to disclose or communicate any material so marked outside of that disclosure or communication needed to fulfill the normal business of the Division or that which is mandated under statute/administrative code. It is solely the Vendor's responsibility to clearly identify proprietary information as such. **The Vendor must be able to document the basis for information being marked as proprietary, and may not submit proposals in which the entire document is marked proprietary.**

2.36 FUND-OUT CLAUSE

Failure of the School Board to fund or City Council of Chesapeake to appropriate funds in any year for payment in full required by this contract or any other provisions herein during the term of the contract shall terminate this contract and render it null and void, without



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any further liability on the part of the Division of any kind whatsoever, except for its obligation to maintain the product described and to surrender possession of the same to the seller. This contract shall not constitute a debt of the City of Chesapeake or the Division, within the meaning of any limitations or indebtedness of the Division or the City of Chesapeake, under the constitution or laws of the Commonwealth of Virginia, including the Charter of the City of Chesapeake.

2.37 SEVERABILITY

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

2.38 LICENSE REQUIREMENT

All Vendors doing business with the Division are required to be properly licensed in accordance with the City of Chesapeake's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Chesapeake are exempt from this requirement. Questions concerning the applicability of the BPOL Tax should be directed to the Chesapeake Commissioner of the Revenue's Office. Phone: (757) 382-6738.

2.39 PAYMENT OF TAXES

All Vendors located or owning property in the City of Chesapeake shall assure that all real estate and personal property taxes are paid.

2.40 RETENTION OF VENDOR MATERIAL

The Division reserves the right to retain all proposals, excluding proprietary documentation, regardless of which response is selected. No proposals will be sent back to Vendors.

2.41 PRODUCT SUBSTITUTION

During the term of any contract resulting from this solicitation, the Vendor is not authorized to substitute any item for that product, services and/or software identified in the solicitation without the prior written consent of the Division.

2.42 OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Division. On request, the Vendor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Division to evidence the Division's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.



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2.43 WARRANTY

To the extent feasible, the Vendor warrants that all services will be rendered in a professional, consistent, and safe manner for the length of the contract. The Vendor will meet as required with the appropriate school staff to ensure all issues are handled in a timely manner.



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CHESAPEAKE PUBLIC SCHOOLS

Mechanical Engineering Services

Request for Proposals

Part 3 Special Conditions



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SPECIAL CONDITIONS

3.1 GENERAL REQUIREMENTS

- A. Project assignments will be on an as needed basis. The right is reserved at all times to perform the work in-house or to award large projects on a separate competitive negotiation basis. The maximum commission for any project will be \$50,000. Any mechanical engineering project that exceeds \$50,000 commissions is subject to competitive negotiations under a separate solicitation.
- B. A fee shall be negotiated for all work for each project, prior to assignment, by incorporating a maximum hourly fee charge. The total fee shall include all expenses for performing the necessary work, including professional charges and transportation ordinarily required to fulfill the contracted services.
- C. All design and construction documents will be required to meet the standards and codes of the State of Virginia, City of Chesapeake, the Division, Federal Regulations applicable to environmental issues and the Americans with Disabilities Act (ADA).
- D. Reimbursable expenses, i.e., the actual expenses incurred indirectly in connection with the services performed for transportation (other than ordinary transportation); telephone calls, reproduction of reports, drawings and specifications in addition to submittal set; shall be estimated at the time of contract award, with actual expenses added to the invoice. Out of town travel must be approved in advance.
- E. The successful Vendor will provide all correspondence, specifications, etc. in Microsoft Excel or Word.

3.2 SERVICES TO BE PERFORMED

3.2.1 Definition

Mechanical Engineering services shall be required for HVAC systems including, but not limited to, the heat pumps, air to air systems, water source systems, chillers, boilers, gas packs, exhaust hoods and all duct, dampers, vents, etc. required to operate the systems.

3.2.2 Introduction and Background

The Division is a rapidly growing suburban school system located in southeastern Virginia. As the seventh largest school system in the Commonwealth, the Division serves a student population of nearly 40,000 in grades K-12. School system facilities include forty-seven (47) schools and centers and nine (9) support buildings.



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3.2.3 Project Specifications

Described below is a general outline of the type of work to be performed by the mechanical engineering firm (hereafter "the firm") and the minimally acceptable standards of performance. The exact scope of work to be performed for each assignment is subject to negotiation prior to that assignment. This outline is intended as a guide for vendors to describe the nature of the services sought and the qualifications required.

A. Basic Services

1. Vendor shall perform any and all professional services as hereinafter stated which includes performance of all tasks in accordance with generally accepted professional standards and the firm further represents that it will provide the Division the best possible advice and consultation within the Vendor's authority and capacity as a professional Vendor. Vendor will comply with the regulations, laws, ordinances and requirements of all governmental agencies and authorities that have jurisdiction over design criteria applicable to the project.
2. Vendor will be responsible for initiating action with any and all contractors.

B. Study and Preliminary Design Phase

After authorization to proceed, responsibilities of the firm shall include:

1. Consult with the Division to determine its requirements and scope of project on the basis of all available data.
2. Prepare preliminary design documents to be reviewed by the Division before approval of construction plans and specifications.
3. Based on the preliminary design documents, submit an option of probable project cost including, but not limited to, construction costs and contingencies.
4. Review with the Division all preliminary design documents and probable project costs as submitted.
5. Furnish all such documents, plans, and design data as may be required for, and assist in the preparation of the required documents so that the Division may obtain approvals of all such governmental agencies and authorities having jurisdiction over design criteria, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate officials and authorities.



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C. Final Design Phase

Upon completion of the Preliminary Design Phase and notification by the Division that the preliminary design documents are acceptable in all respects to the Division and to all governmental agencies and authorities having jurisdiction over design criteria, Vendor shall:

1. On the basis that the preliminary design documents are finally approved, prepare the final construction plans and specifications, and the Contract Documents (in concurrence with the Division's Purchasing Department), which shall include bid forms, notice to bidders, instructions to bidders, advertisement, bid proposals, contract form, bonding and insurance requirements and, assist in the preparation of other related documents.
2. Furnish the Division a revised opinion of probable project cost based on the final plans and specifications and other related documents.
3. Prepare any necessary documents for alternate bids requested by the Division.
4. Review with the Division all final plans and specifications, contract documents and all other related documents as submitted.
5. Furnish all such documents, plans, and design data as may be required for, and assist in the preparation of the required documents so that the Division may obtain approvals of all such governmental agencies and authorities having jurisdiction over design criteria, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate officials and authorities.

D. Bidding and Negotiating Phase

After authorization to proceed with the Bidding and Negotiating Phase, the Vendor shall:

1. Assist with development of bid specifications for construction.
2. Consult with and advise the Division as to the acceptability of contractor as well as subcontractors or persons and organizations proposed by the contractor.
3. Consult with and advise the Division as to the acceptability of substitute materials and equipment proposed by contractor.
4. Assist the Division in evaluating bids or proposals and in assembling and awarding contracts.
5. Prepare all documents necessary for the Division and contractor to enter into a contract for the project and forward all such documents to the Division Purchasing Department.



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E. Construction Phase

During the Construction Phase, the Vendor shall:

1. Furnish the Division with an additional three (3) sets of plans and furnish the Division's contractor with an additional two (2) sets of plans, at no charge. Additional sets will be furnished at reproduction cost.
2. Consult with and advise the Division and act as its representative as normally expected of a professional mechanical engineering firm. The Vendor will have the authority to act on behalf of the Division to the extent authorized by the Division.
3. Make periodic site visits as determined by the Division, to observe, as an experienced and qualified design professional, the progress and quality of the executed work and to determine if the work is proceeding in accordance with the final plans and specifications and the contract documents. The Vendor's efforts will be directed toward providing assurance for the Division that the completed project will conform to the final plans and specifications and to the contract documents. During such visits and on the basis of on-site observations, the Vendor shall keep the Division informed in writing of the progress of work, shall endeavor to guard the Division against defects and deficiencies in the work of the contractor(s), shall notify the Division on any observed defects or deficiencies in the work of the contractor, and shall disapprove or reject work as failing to conform to the final plans and specifications or contract documents.
4. Review and approve shop drawings and samples within fifteen (15) days of submittal, the results of tests and inspections and other data which contractor is required to submit, for conformance with the design concept of the project and compliance with the information given in the final plans and specifications and the contract documents; determine the acceptability of substitute materials and equipment proposed by the contractor; and receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, which are to be assembled by the contractor in accordance with the final plans and specifications and contract documents.
5. Issue instructions to contractor and prepare all change orders as required and authorized by the Division; the Vendor may act as Division representative, require special inspection or testing of the work and shall act as interpreter of the requirements of the final plans and specifications and contract documents and judge of the performance thereunder by the parties hereto.



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6. Based on the Vendor's on-site observations as an experienced and qualified design professional and upon review of contractor's applications for payment and the accompanying data and schedules, the Vendor shall advise the Division as to the amount owed to the contractor and indicate whether such amount is approved; such approvals of payment will constitute a representation to the Division, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Vendor's knowledge, information and belief, the quality of the work is in accordance with the final plans and specifications and contract documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the final plans and specifications and the contract documents, and to any qualifications stated in its approval).
7. Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the final plans and specifications and the contract documents and if each contractor has fulfilled all of its obligations thereunder so that the Vendor may indicate to the Division and other governmental agencies, in writing, that final payment should be made to each contractor.
8. Prepare a set of construction plans in digital format, using the latest version of AutoCad. In addition, if changes to the approved plans are made during the project, "as-built" plans will have to be submitted in the same digital format.
9. The Vendor shall not be responsible for the acts or omissions of the contractor, and any subcontractor of the contractor's or subcontractor's agents or employees or any other person (except its own employees agents) at the project site or otherwise performing any of the work of the project, not the result of the negligence, errors or omissions of the firm.
10. The firm shall be responsible for and correct all omissions and oversights in plans and specifications at no cost to the Division.



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CHESAPEAKE PUBLIC SCHOOLS

Mechanical Engineering Services

Request for Proposals

Part 4 Detailed Submittal Requirements



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4.1 PROPOSAL FORMAT

In order to facilitate the analysis of responses to this RFP, Vendors are required to prepare their proposals in accordance with the instructions outlined as follows. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Vendors are required to follow the outline below when preparing their proposals:

Vendor	
Section #	Title
	Title Page
	Signed Letter of Transmittal including acknowledgement of any Addenda
	Table of Contents
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background
4.0	Resumes of Responsible Individuals
5.0	Client References
6.0	Exceptions to the RFP

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

4.2 EXECUTIVE SUMMARY [VENDOR'S PROPOSAL SECTION 1.0]

This part of the response to the RFP should be limited to a brief narrative highlighting the Vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. Note that the executive summary should identify the primary contact including name, address, telephone number, and email address. Please include a statement regarding your Vendor's interest and ability to provide the mechanical engineering services as required by this RFP.

4.3 SCOPE OF SERVICES [VENDOR'S PROPOSAL SECTION 2.0]

This section of the proposal should include a general discussion of the contractor/Vendor's understanding of the "overall" project and a summary of the products and services being proposed.

Vendors must provide the following information about the contractor and any company that it is proposing partnering or sub-contracting with or fulfilling this contract so that the Division can evaluate the contractor's stability and ability to support the commitments set forth in response to this RFP.

The Division, at its option, may require the Vendor to furnish additional information or clarification.



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4.3.1 Please discuss your firm's experience with the following commercial use HVAC systems, including the pros and cons of each, as they relate to school facilities. Address each facet of each item specifically.

- A. Chillers – in your discussion, please include your experience with scroll, reciprocating and centrifugal compressors; and floor and ceiling hung air handlers.
- B. Boilers – natural gas, oil and electric
- C. Heat pumps – air to air water source
- D. Gas packs – rooftop units
- E. Ptacs – through the wall units
- F. Kitchen exhaust/fire suppression hoods
- G. Any other types

4.3.2 Please discuss your firm's experience with split and mini-split mechanical systems.

4.3.3 Please discuss your firm's experience with Trane Direct Digital Controls (DDC).

4.3.4 Please discuss your firm's experience with Siemens Direct Digital Control (DDC).

4.4 COMPANY BACKGROUND [VENDOR'S PROPOSAL SECTION 3.0]

Please provide a brief background including years in business, office location, plus provide an organizational chart including all staff located at the office location provided with this proposal. Please list by classification (e.g. clerical, consultant, etc.)

4.5 PRESENTATION OF SERVICES

Should the Division require a presentation of your services or an oral presentation for submittal clarification purposes to a selection committee, would that be acceptable with your firm? Please answer and/or provide details.

4.6 RESUMES OF RESPONSIBLE INDIVIDUALS [VENDOR'S PROPOSAL SECTION 4.0]

Please provide a resume for each individual that may be assigned to any contracted projects that includes a minimum of the following:

- A. Name
- B. Role in the project
- C. Years in this position with this firm



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- D. Any previous experience, including other firms and years of service
- E. Listing by client of similar projects in which this individual worked during the past five years. Please provide the clients' name, contact person, and telephone number

4.7 CLIENT REFERENCES [VENDOR'S PROPOSAL SECTION 5.0]

Please list your firm's experience with similar type projects (do not re-list any projects submitted under Section 4.6 during the last five years). Please provide client's name, contact person, and phone number.

4.8 EXCEPTIONS TO THE RFP [VENDOR'S PROPOSAL SECTION 6.0]

All requested information in this RFP must be supplied. Vendors may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the Division, and the description of the advantages or disadvantages to the Division as a result of exceptions. All exceptions must be submitted by the due date of the Proposal. The Division, at its sole discretion, may reject any exceptions or specifications within the proposal.



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CHESAPEAKE PUBLIC SCHOOLS

Mechanical Engineering Services

Request for Proposals

Part 5 Selection Process



Chesapeake Public Schools

Purchasing Department
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Chesapeake, Virginia 23322

SELECTION

5.1 SELECTION PROCESS

Submittals will be reviewed by a committee and selection shall be made of two or more vendors deemed to be fully qualified and best suited to perform the services requested. The selection process shall be in accordance with the Virginia Public Procurement Act, on the basis of the following criteria:

- A. **Responsiveness** - the degree to which the submitter has responded to the purpose and scope of conditions and specifications, e.g., services to be provided, and conformance in all material respects to this Request for Proposal including but not limited to the following:
 - 1. Size of firm
 - 2. Ability to complete this project within the time frame given
 - 3. Qualifications, competence, and depth of key personnel assigned to this project
 - 4. Methodology and/or process used to complete this project
 - 5. Completion of Vendor's Response Forms
 - 6. Exceptions taken by Vendor
- B. **Responsibility** - The Vendors who have the capability, in all respects, to perform fully the contract requirements, the moral and business integrity and reliability which will assure good faith performance as required by the specifications contained herein by investigation of Vendors physical facility, **references** from other clients for which similar work was performed, **financial statements**, and any other investigation deemed necessary by the Division
- C. Specialized **experience** by the firm in performing the services required
- D. Completeness and **Clarity of Proposal**

5.2 AWARD

The award of any contract shall be at the sole discretion of the Division. The award shall be based upon the evaluation of all information submitted, and any subsequent information required or solicited that may be necessary in clarifying or understanding information provided by the Vendor in their proposal and the criteria established.

The Division intends to award a contract to the Vendor whose proposal is most advantageous to the Division with respect to conformity to the conditions, specifications and other factors as outlined herein. However, the Division reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities, and to negotiate any prices or services offered by the Vendor.

The Division shall not be required to furnish a statement of the reason why a proposal was not deemed to be fully qualified or best suited to provide the requested services.



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CHESAPEAKE PUBLIC SCHOOLS

Mechanical Engineering Services

Request for Proposals

Part 6 Attachments

Attachment A

Please complete the following “return envelope template,” affix to the outside envelope of your agency’s Bid/RFP response, and return to Chesapeake Public Schools. Failure to do so may affect the proper and timely receipt of your Bid/RFP response.



VENDOR’S NAME_____

RFP#: 44-1011

BID NAME: Mechanical Engineering Services

CLOSING: February 18, 2011 - 3:00 P.M.

**MRS. KISHA J. ALLEN, CPPO, CPPB
DIRECTOR OF PURCHASING
CHESAPEAKE PUBLIC SCHOOLS
312 CEDAR ROAD
CHESAPEAKE, VA 23322**



Chesapeake Public Schools

Purchasing Department
School Administration Building

Attachment B

CLAIM OF BUSINESS CONFIDENTIALITY Virginia Procurement Act – Virginia Code § 2.2-4342

Public inspection of certain records. -- A. Except as provided in this section, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the *Virginia Freedom of Information Act* (§ 2.2-3700 et seq.).

Trade secrets or proprietary information submitted by a bidder, vendor or contractor in connection with a procurement transaction or pre-qualification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the *Virginia Freedom of Information Act* (§ 2.2-3700 et seq.); however, the bidder, vendor or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

The statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

Page	Paragraph	Reason

Please use additional sheets if needed.

Signed: _____

Printed Name: _____



Attachment C

CHESAPEAKE PUBLIC SCHOOLS

Purchasing Department
School Administration Building
312 Cedar Road
Chesapeake, Virginia 23322

Dear Contractor:

Effective July 1, 2006, amendments made to the Code of Virginia § 22.1-296.1 require that prior to awarding a contract, the contractor and the contractor's employees who may be in direct contact with students in the performance of the contract certify that both the contractor and the contractor's employees have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. For the purpose of implementation the Chesapeake Public Schools defines "direct contact with students" as a contractor working at a school site between the hours of 6:00 a.m. and midnight during normal school days in lieu of a school facility such as the Warehouse or Transportation Department where students are not expected to be present.

Enclosed please find a certification (Certificate of Compliance) that **is required to be completed and submitted prior to awarding your contract and/or issuing your purchase order. This form must be updated every twelve (12) months for the duration of the contract/agreement period.** Should there be a change to the certification of your officers, or any individuals assisting in the performance of the contract between the twelve (12) month periods, Chesapeake Public Schools must be notified immediately and an updated certification must also be provided to Chesapeake Public Schools within five (5) days of such change. Failure to complete all certifications accurately may result in the award of the contract/agreement being revoked without recourse against the Chesapeake Public Schools. Please feel free to contact the school/department, which is responsible for finalizing your agreement, with any questions you may have, or call the Purchasing Department at 547-0265.

Sincerely,

Chesapeake Public Schools

Enclosure

*The Chesapeake Public School System is an equal opportunity school system.
The School Board of the City of Chesapeake also adheres to the principles of equal opportunity
in employment and, therefore, prohibits discrimination in terms and conditions of employment
on the basis of race, sex, national origin, color, religion, or disability.*

Rev 4/21/10

Certificate of Compliance
Code of Virginia §22.1-296.1

I, the undersigned certify that no individual holding an office in the company and/or corporation has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

List Officers and Titles (Please use full, legal names):

Further, the following individuals will, on behalf of my firm, assist in the performance of this contract and they have not been convicted of a felony or crime as described above.

Listing of individuals assisting in the performance of this contract (Please use full, legal names):

Attach additional names to this form if the space is not adequate.

I understand that should there be any change to this certification of officers, or individuals assisting in the performance of this contract, during any time of this contract, the Chesapeake Public Schools' central office/school issuing this contract/PO will be notified immediately, and an updated certification will be provided to them within five (5) days of such change.

Company

Print Name

Title

Signature

Date

FOR OFFICE USE ONLY

Acknowledged by: _____ Date: _____

If Applicable:

Project Name: _____ PO #: _____



CHESAPEAKE PUBLIC SCHOOLS

Purchasing Department
School Administration Building
312 Cedar Road
Chesapeake, Virginia 23322

Dear Contractor:

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall provide a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations.

Enclosed please find the certification document (Certificate of Compliance With Immigration Laws and Regulations) that is required to be completed and submitted for all contracts with a total value of **\$5,000 or more**. This certificate shall be attached to the contract document, if applicable. For instances, where a purchase order will serve as the contract, this certificate shall be completed and returned to Chesapeake Public Schools. The Contract/Purchase Order will not be issued prior to submittal of a completed Certificate of Compliance With Immigration Laws and Regulations. **No performance may take place until the completed certificate is provided to the school/department responsible for finalizing your agreement. This form must be updated every twelve (12) months for the duration of the contract/agreement period.** Should there be a change to the certification between the twelve (12) month periods, Chesapeake Public Schools must be notified immediately and an updated certification must also be provided to Chesapeake Public Schools within five (5) days of such change. Failure to submit a certificate shall render the pending contract and/or purchase order void.

Please feel free to contact the school/department responsible for finalizing your agreement with any questions you may have, or call the Purchasing Department at 547-0265.

Sincerely,

Chesapeake Public Schools

Enclosure

*The Chesapeake Public School System is an equal opportunity school system.
The School Board of the City of Chesapeake also adheres to the principles of equal opportunity
in employment and, therefore, prohibits discrimination in terms and conditions of employment
on the basis of race, sex, national origin, color, religion, or disability.*

CHESAPEAKE PUBLIC SCHOOLS
Certificate of Compliance
With Immigration Laws and Regulations

*****For Transactions That Total More Than \$5,000*****

Return this form to the school/department responsible for finalizing your agreement.

VENDOR: FORM MUST BE NOTARIZED PRIOR TO SUBMISSION

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall provide a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations.

This certificate shall be attached to the contract document, if applicable. In any case where a purchase order will serve as the contract, this certificate shall be completed and returned to the Chesapeake Public Schools. The Contract/Purchase Order will not be issued prior to submittal of a completed Certificate of Compliance With Immigration Laws and Regulations. No performance may take place until the completed certificate is provided to the school/department responsible for finalizing your agreement. Failure to submit a certificate shall render the pending contract and/or purchase order void.

Type or print legibly when completing this form.

Legal Name of Contractor or Vendor (Note: This is your name as reported to the IRS. It should match your Social Security card or Federal Identification Number.)

TYPE OF BUSINESS ENTITY

Check one (attach additional pages to this form if the space below is not adequate):

- ☐ **Sole Proprietorship**—provide full name and address of owner
- ☐ **Limited Partnership**—provide full name and address of all partners
- ☐ **General Partnership**—provide full name and address of all partners
- ☐ **Limited-Liability Corporation**—provide full name and address of all managing members
- ☐ **Corporation**—provide full name and address of all officers

Full Name

Address

City, State and Zip

()

Business Telephone #

()

Business Fax #

Doing Business As (If Applicable)

(Note: This is the name that appears on your invoices, but is not used as your reporting name.)

Name and Title of Person Completing this Certificate

Physical Business Address

Number of Employees

Are All Employees Eligible for
Employment in the United States?

Under penalty of perjury, I declare on behalf of the contractor/vendor listed above that to the best of my knowledge and based upon reasonable inquiry each and every one of the contractor's employees is eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/vendor that due care and diligence shall be used to ensure that all employees hired in the future will be eligible for employment in the United States and that I agree to remain in compliance throughout the duration of the contract. I affirm the information provided herein is true, correct, and complete. I also agree to permit the Chesapeake Public Schools to inspect records and documentation to ensure that all persons hired by the contractor/vendor are eligible for employment under the laws referenced in this certificate when deemed necessary by Chesapeake Public Schools. I agree that the contractor/vendor will fully cooperate in any such audit.

Sworn this _____ day of _____, 20____

on behalf of _____
(Name of Contractor/Vendor)

as evidenced by the following signature and seal:

Name of Contractor/Vendor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

SWORN TO AND SUBSCRIBED BEFORE ME:

City/County of _____

Commonwealth/State of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

Registration No.: _____

Notary Public Signature

My Commission Expires: _____

For Office Use Only:

Buyer

PO #: _____

Bid/RFP Project Name: _____