

REQUEST FOR PROPOSAL

Term Contracts for Architect/Engineering Services

Smyth County Public Schools

A. Proposal Cover Sheet:

Smyth County Public Schools 121 Bagley Circle, Suite 300 Marion, VA 24354 276-783-3791 www.scsb.org	CLOSING DATE: January 19, 2018 CLOSING TIME: 3:00 p.m. ATTENTION TO: Allen Asbury Facilities Manager
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The Smyth County School Board reserves the right to accept or reject any and all proposals in whole or in part and waive any informality in the competitive negotiation process. Further, the School Board reserves the right to enter into any contract deemed to be in the best interest of the school division.

THIS DOCUMENT CONSTITUTES A REQUEST FOR SEALED PROPOSALS CLEARLY MARKED "Term Contracts for Architect/Engineering Services" The purpose and intent of the resulting contractual agreement is for the successful Offeror to provide term contracts for architect and/or engineering services as needed and identified in the Scope of Services (attachment #3) for the Smyth County School Board. Offerors shall submit one (1) signed original and three (3) copies of their proposal. Sealed proposals will be received until 3:00 p.m. on Friday, January 19, 2018. Late proposals will NOT be opened or considered.

The School Board will not be responsible for any expenses incurred by any person or organization in preparing and submitting a proposal, or in engaging in oral presentations, discussions, or negotiations with the School Board or its representatives. Proposals must be in one single bound document.

Attachments: Attached to each RFP is an Anti-Collusion Certification Form, Debarment Certification Form, Scope of Services, and the Code of VA regarding Ethics in Public Contracting.	Questions: Any questions regarding the RFP should be directed to Allen Asbury at 276-783-3791.
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Proposals may be mailed or delivered to:
 Stephanie Hester, Administrative Assistant, Transportation and Maintenance
 121 Bagley Circle, Suite 300
 Marion, VA 24354

SECTION MUST BE COMPLETED FULLY BY OFFEROR:

Offeror/Organization Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Proposal is valid for 90 days unless a longer period is indicated here: _____ days.

Name & Title of Authorized Signatory: _____

Signature: _____ Date: _____

Signatory hereby certifies that he/she is authorized to sign on behalf of the organization; that he/she has carefully examined all conditions of this Request, the comments attached hereto and made a part hereof and his/her proposal; hereby submits this proposal pursuant to such instructions and requirements; and agrees to be bound by the terms and conditions stated herein.

B. Proposal Instructions

1. No interpretation of the meaning of this Request or its requirements will be made orally to any potential Offeror/Contractor. Requests for interpretation must be in writing (email is authorized), and received by the School Board official identified in Section A above **no later than seven (7) days prior** to the date of proposal opening.
2. Proposals must be submitted in accordance with the instructions provided herein. All requested information must be submitted and complete. Failure to submit complete and accurate information may result in the proposal being rejected as non-responsive.
3. Each proposal must be signed, sealed, and received at the Smyth County School Board Office – 121 Bagley Circle, Suite 300, Marion, VA 24354– prior to the date and time due. The Offeror’s name and the opening date and time must be shown clearly on the face of the envelope or package containing each proposal. Proposals offered by telephone, email or facsimile will not be accepted. Proposals delivered in person must be given to the School Board official identified in section A and the individual delivering the proposal must sign the vendor log to verify delivery of the proposal.
4. All proposals will be publicly opened and identified at the prescribed time and date; however, the proposals may not be read in their entirety nor open to public inspection at that time. After negotiations are complete, all proposals will be made available for inspection by all Offerors. After the award is announced, proposals will be open to inspection by the public. Therefore, any Offeror who wishes to keep confidential any trade secrets or specific proprietary information must make such request **prior** to or no later than the date of submission of the data or materials. Offerors must identify the specific information to be kept confidential and state specifically the reasons why such information should be kept confidential and not subject to disclosure by the School Board pursuant to a request for such information under the Virginia Public Procurement Act, Freedom of Information Act or any other state or federal law. **The identification of an entire proposal as proprietary or confidential is not acceptable and may result in the rejection of the proposal.**
5. One (1) signed original and three (3) copies of the proposal shall be submitted to the School Board. Original proposals signed with facsimile stamps are not acceptable. To insure legibility, all information submitted, including prices should be typed. When practical, each copy of the proposal shall be bound in a single volume. All documentation submitted with the proposal shall be bound in that single volume. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. Emphasis should be on completeness and clarity of content. Provision of any information thought to be relevant but not applicable to the enumerated scope of work should be included as an appendix to the proposal.
6. Failure to comply with conditions set forth herein may result in removal of an item(s) or the entire proposal from consideration. Each Offeror shall comply with all applicable provisions of the Virginia Public Procurement Act and all other applicable state and federal statutes, rules and regulations.
7. To be complete, a proposal must include the following, formatted and submitted in tabs as noted below:

- A copy of the RFP, signed by an **agent authorized to bind the Offeror to a contract**, including specifically the following pages from the RFP:

The cover sheet acknowledging the examination and compliance with the requirements of this RFP;

The anti-collusion certification statement;

The debarment certification statement.

- An introduction (executive summary) summarizing:

Experience – State brief history of the Offeror, its location, years of experience, etc. Provide credentials and experience of personnel, including specifically the officials who would likely be providing services under the contract;

Capability and skills;

Proposed services to be provided;

A statement: “why your proposal would be the most advantageous to the Smyth County School Board.”

- Written narrative statement including all information required in this Request, including but not limited to:

Qualifications of the Offeror to provide the services described in the Scope of Services, including the legal status of the Offeror’s organization and its authority to transact business in the Commonwealth.

Summaries of past and current experience of the Offeror.

Reference contact information for previous K-12 schools who have used the Offeror’s services, preferably public schools.

Why the Offeror is best qualified to provide the requested services to the School Board.

Identify all liability insurance coverage with limits and deductibles.

- Specific plans for providing the services described in the Scope of Services. The following information shall be specifically addressed:

Proposed fees and cost to perform all work identified in Scope of Services, including but not limited to estimates of any fees, expenses or charges.

8. The School Board reserves the right at any time to ask any Offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the School Board deems necessary.

C. Contract Terms and Administration

It is anticipated that a contract will result from this solicitation. The contract will require the Contractor to perform the services listed on the Scope of Services in a manner consistent with applicable law and School Board policies, regulations and directives. The contract shall be governed by the following terms.

1. **Contract Term:** The contract term will be one year. If the bid is for a service that is renewable, the contract may be renewed for two (2) additional one (1) year terms.
2. **Additional Terms and Conditions:** This RFP, its addenda, the successful Offeror's proposal, and any additional information requested, as well as negotiated changes and prices shall be incorporated into this contract.
3. **Equal Opportunity Employer:** The Offeror/Contractor must be an equal opportunity employer and in full compliance with all statutes, rules, and regulations which require nondiscrimination in employment. During the performance of this contract, the Contractor agrees to abide by and will include, the provisions of the following paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
 - a. The Contractor will not discriminate against any employee, official or applicant because of race, religion, color, sex or national origin, except where religion, sex, or national origin 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, officials and applicants, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees and officials 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.
4. **Payment only for Services Rendered:** It shall be understood and agreed between parties that the School Board shall not be obligated to purchase or pay for any products or services covered by this contract unless and until those services are ordered or arranged **and** received by the School Board. Delivery of items or service covered under the contract is a precondition of payment.
5. **Availability of Funds:** It is understood and agreed between the parties herein that the School Board shall be bound hereunder only to the extent funds are appropriated or made

available or which may hereafter be appropriated or become available for the purpose of this contract.

6. **Anti-Collusion:** By submitting a proposal pursuant to this Request, all Offerors certify that their proposals are made without collusion or fraud; that they have not offered or received any kickbacks or inducements from any other Offeror, supplier of goods or services, 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, deposit of money, services or anything of more than nominal values present or promised, unless consideration of substantially equal or greater value was exchanged.

7. **Criminal Background of Persons having Direct Contact with Students:** To protect the safety of students and school employees, the Contractor shall certify to the Division Superintendent that none of its employees, whether new or current, full-time or part-time, permanent or temporary, who will be present on school property or at any school-related events (including those events that occur off-campus) and who will have direct contact with students (i) have been convicted of a felony, any offense involving sexual molestation, physical or sexual abuse or rape of a child, or a crime involving lying, cheating or stealing; (ii) have been the subject of a founded case of child abuse or neglect; or (iii) currently are the subject of any such charges, complaints or pending investigations. The Contractor shall make a certification with respect to all employees on an annual basis, and with respect to new employees before any new employee begins working directly with students on school property or at school-related events.

Prior to making any certification to the Superintendent, the Contractor shall conduct an investigation of the criminal history, sex offender status and agency determinations of child abuse of each employee who will be present on school property or at any school-related events, whether on- or off-campus, and who will have direct contact with students. The Contractor shall conduct all such investigations with the written consent of affected employees and in compliance with all applicable laws. The Contractor shall keep records of all investigations available for review by school division officials upon request.

If, after making a certification, an employee of the Contractor is arrested for, charged with, or convicted of any such offense, or becomes the subject of a child abuse investigation, the Contractor shall notify the Superintendent as soon as practicable of the arrest, charge, conviction, or investigation. The Superintendent reserves the right to exclude such employee from service in positions that may involve contact between such employee and students or school employees, or to exclude such individual from school property entirely.

Failure by the Contractor or one of its subcontractors to conduct investigations or to make the certifications required by this provision may constitute a default under the contract awarded pursuant to this Request and grounds for termination or rescission of the contract.

The Contractor shall include the provisions of the foregoing paragraphs of this section in all contracts with its subcontractors, if any, so that such provisions are binding on all subcontractors of the Contractor.

8. **Drug-free Workplace:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace; (ii) post in conspicuous places, available to employees, officials and applicants, a statement notifying employees/officials that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in Contractor's workplace or during service for the Contract, and specifying the actions that will be taken against employees or officials for violations of such prohibition; (iii) state in all solicitations or advertisements for employees or officials placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, if any, so that the provisions will be binding upon each subcontractor or vendor.

For purposes of this section, "drug-free workplace" shall mean a site for the performance of work done in connection with the specific contract awarded pursuant to this Request, wherein employees or officials 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.

9. **Non-Discrimination:** The School Board, in procuring goods or services, or in making disbursements pursuant to this Request, shall not discriminate against a faith-based organization on the basis of the organization's religious character. The School Board shall not impose conditions under this section that restrict the religious character of faith-based organizations, except that funds provided for expenditure pursuant to contracts with public bodies shall not be spent for sectarian worship, instruction, or proselytizing; however, this prohibition shall not apply to expenditures pursuant to contracts, if any, for the services of chaplains. The School Board shall also not impose conditions under this section that impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services or disbursements.
10. **Prompt Payment:** The School Board shall promptly pay, by the required payment date, for completed delivered services performed. The required payment date shall be either: (i) the date on which payment is due as agreed by the parties; or (ii) if a date is not agreed, not more than forty-five (45) days after services are received or not more than forty-five (45) days after the invoice is tendered, whichever is later. Within twenty (20) days after the receipt of the invoice for services delivered, the School Board shall notify the Contractor of any defect or impropriety that would prevent payment by the payment date. Unless otherwise provided under the terms of the contract for the provision of services, if the School Board fails to pay by the payment date it shall pay any finance charges assessed by the Contractor that shall not exceed one percent (1%) per month.

For work, if any, performed by a subcontractor of the Contractor which is to be paid by the School Board to the Contractor, the Contractor must take one of the two following actions within seven (7) days after receipt of amounts paid by the School Board: (a) pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor under the contract; or (b) notify the School Board and subcontractor, in writing, of its intention to hold all or a part of the subcontractor's payment with a reason for nonpayment. The Contractor shall be required to pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid for seven (7) days following receipt by the firm of

payment from the School Board for work performed by the subcontractor under the contract, except for amounts withheld as allowed in the provisions of this section.

Individual contractors will be required to provide their social security numbers for payment purposes. Proprietorships, limited liability companies, partnerships and corporations must be and remain (during the contract term) authorized to transact business in the Commonwealth; must provide proof of that authorization in their proposal; and are required to provide their Virginia State Corporation Commission identification number as well as their federal employer identification number for purposes of payment.

11. **Compliance with Immigration Laws:** All Offerors certify that they do not, and will not, during the performance of this contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.
12. **Advertising:** The successful Offeror(s) shall make no indication of such sales or services to the School Board or the Smyth County Public Schools in product literature or advertisement without the express written permission of the School Board.
13. **Definitions:**
 - a. Wherever used in this RFP and its addenda, the term “contract” refers to the final, negotiated contract awarded to the successful Offeror under this solicitation, which will be governed by the terms stated herein.
 - b. Wherever used in this RFP and its addenda, the term “Contractor” refers to the successful Offeror who is awarded the contract under this solicitation.
14. **Conditions of Work:** Offerors shall inform themselves fully of the applicable laws, rules and regulations and of the legal and physical conditions relating to services required herein. Failure to do so will not relieve the Contractor of the obligation to furnish all services necessary to carry out the provisions of this contract.
15. **Hold Harmless/Indemnification:** The Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, agents, or employees arising from or in connection with this contract or the performance or failure to perform any work required by this contract. The Contractor shall hold harmless and indemnify the School Board and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney’s fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage or injury, real or alleged resulting from any act or omission of the Contractor or its subcontractors, agents, employees or officials. The Contractor shall, upon written demand by the School Board assume and defend at the Contractor’s sole expense any and all such suits or defense of claims.

16. **Contract Waiver:** Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of the Contractor or Smyth County Schools Superintendent. The waiver by either party of any term or condition of this contract shall not be deemed to constitute a continuing waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
17. **Contract Modification(s):** After the award, any and all modifications to this contract shall be mutually agreed to by the School Board and the Contractor, in writing, and authorized by the Superintendent of Smyth County Schools, or designee.
18. **Cancellation of Contract:** The School Board reserves the right to cancel and terminate the contract, in part or in whole, without penalty, upon 30 days written notice to the Offeror/Contractor. Any contract cancellation notice shall not relieve the Offeror/Contractor of the obligation to deliver and/or perform all outstanding services requested prior to the effective date of cancellation.
19. **Disputes and Claims:** The Superintendent shall review and decide disputes and claims arising during the performance of the contract, in writing, within thirty (30) days of receipt of the dispute or claim. Contractual claims, whether for money or other relief, shall be submitted in writing no later than thirty (30) days after payment or other relief is allegedly due. The Contractor may not institute legal action prior to receipt of the Superintendent's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Superintendent shall be final and conclusive unless the Contractor, within six months of the date of the final decision on the claim, institutes legal action.
20. **Notices:** All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery. All notices shall be addressed to the following individuals:

To School Board – Superintendent

To Contractor – Manager identified by the Contractor: _____

Either party may from time to time change the individual(s) who will receive notices and/or the address for notification purposes by giving the other party written notice as provided above.

21. **Breach of Contract:** The Contractor shall be deemed in breach of this contract if the Contractor:
 - a. Fails to comply with any terms of the contract.
 - b. Fails to cure any curable noncompliance with a contract term within five (5) calendar days from the date of the School Board's written notice or such other time frame specified by the School Board in the notice.

- c. The Contractor shall not be in breach of this contract as long as its default was due to causes beyond its reasonable control and occurred without any fault or negligence on the part of both the Contractor and its subcontractors or officials. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes and floods.

22. **Termination With Cause/Default/Cancellation:**

- a. In the event the Contractor shall for any reason or through any cause be in default of the terms of this contract, the School Board may give written notice of such default as provided for in this RFP.
- b. Unless the time is otherwise noted or extended by the School Board in the notice, the Contractor shall have five (5) calendar days from the date of such notice in which to cure the default. Upon failure of the Contractor timely to cure the default, the School Board may immediately cancel and terminate this contract as of the date of the default notice.
- c. No waiver or contest of any breach or default shall be effective unless expressly made in writing and signed by the waiving or contesting party's duly-authorized representative and duly delivered to the other party in the manner described above.

23. **Non-Assignment:** The Contractor may not assign its rights or duties under this agreement without the prior written consent of the School Board.

24. **Compliance with All Laws:** The Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. This obligation specifically requires compliance with School Board policies and regulations, and directives of the School Board's designated administrators. The Offeror/Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Offeror is a corporation or other legally recognized business entity, the Offeror further expressly represents that it is a corporation (or other entity) of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. Any costs associated with violations of the law, including, but not limited to, remediation, fines, administrative or civil penalties or charges, and third party claims imposed on the School Board by any court, government official or regulatory agency or by any third party as a result of the noncompliance with federal, state or local laws and regulations or other applicable rules by the Contractor or by any of its subcontractors, consultants, sub-consultants, officials or any other persons, corporations or legal entities retained by the Contractor for this contract, shall be paid by the Contractor.

25. **Venue:** This Agreement is made in and shall be governed by the laws of the Commonwealth of Virginia. Any and all suits or actions for any claims, whether legal or equitable in nature, or for any and every breach or dispute arising out of this contract shall be filed and maintained in the Circuit Court of the County of Smyth, Virginia.

26. **Severability:** If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

D. **Scope of Services:** See attachment #3.

E. **Ordering and Invoices**

Designated School Board administrators will administer the contract and be the points of contact for purposes of performance of the services. Statements or invoices, if any, shall be submitted to the Smyth County School Board, 121 Bagley Circle, Suite 300 Marion, VA 24354.

F. **Additional Terms governing the RFP Process**

1. **Award of Contract:** The School Board reserves the right, in its sole discretion, to accept or reject, in whole or in part, any and all proposals received by reason of this Request, or to negotiate separately in any manner necessary to serve the best interests of the School Board. The School Board further reserves the right to split the award if it is deemed in the best interest of the School Board. If the School Board elects to split the award among two or more Offerors, each successful Offeror will be bound by the terms and conditions of this Request and contract, and the School Board will assign work between the successful Offerors, in its sole discretion, in the manner that best serves the division's needs. The School Board reserves the right to waive informalities. Offerors whose proposals are not accepted will be notified in writing.
2. **Firm Proposed Price:** The School Board requires that price proposals remain firm ninety (90) days after the date of the proposal opening, during which period proposals may not be withdrawn.
3. **Selection Process**

Selection shall be made of the Offerors deemed to be fully qualified, best suited, responsive and responsible among those submitting proposals, on the basis of the requirements identified in this RFP and on the basis of the factors stated below. The School Board shall consider this information and may award a contract to the Offeror deemed to be fully qualified, best suited, responsive and responsible.

Offerors will be ranked using a matrix that evaluates each Offeror's

1. Experience and expertise in providing scope of services;
2. Price; and
3. The ability of the Offeror to comply with and satisfy all requirements of the Scope of Services.

G. List of Attachments

1. Anti-Collusion Certification Form (must be completed and signed)
2. Debarment Certification Form (must be completed and signed)
3. Scope of Services
4. Code of Virginia on Ethics in Public Contracting

Attachment #1: **ANTI-COLLUSION STATEMENT**

In the preparation and submission of this bid on behalf of _____
(name of vendor), we 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 competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1.69.9. The undersigned vendor hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, Smyth County or the Smyth County School Board has an interest in, or is concerned with, this proposal in an manner that violates the Public Procurement Act or the State and Local Government Conflicts of Interest Act; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

BY: _____ (Signature)

_____ Company

_____ Business Address

_____ Date

Attachment #2: **DEBARMENT STATEMENT**

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

BY: _____ (Signature)

_____ Company

_____ Business Address

_____ Date

Attachment #3: **Scope of Services**

Smyth County School Board plans to select one or more architectural and/or engineering firms to provide as needed term contracts. Individual work and prices will be negotiated for each contract. The Smyth County School Board reserves the right at all times to perform work in-house or to award other projects through other competitively negotiated or procured means.

These projects may include, but are not limited to the following:

1. renovate existing buildings and/or existing schools
2. renovating existing spaces and/or equipment systems
3. designing additions to existing structures
4. designing new/renovating existing athletic facilities
5. determining the need for and extent of repairs and renovations
6. conducting inspections of existing structures
7. designing new buildings
8. and conducting feasibility studies

The Smyth County School Board plans to award a contract for a period of (1) year. The contract shall have an option to extend the terms of the existing contract to allow for completion of any work undertaken, but not completed, during the original term of the contract. The Smyth County School Board reserves the right to renew all contracts for two (2) additional one (1) year periods with the notification to the consultant in writing of its intent to renew sixty (60) days prior to the expiration of the original or previously renewed contract.

All work performed for each project shall be done as a lump sum, not-to-exceed maximum basis, or the fee shall be negotiated prior to assignment by incorporating a maximum hourly fee charge.

The school division may award contracts to more than one qualified firm, depending on the firm's expertise and the school division's needs. Firms will be selected as outlined below. Once under contract, these firms will be asked to perform services throughout the term of the contract. Individual work assignments will be made to a firm as the need for services from that firm arises during the term of the contract.

Work assignment shall be made on an "As Needed" basis. There is no assurance that a successful respondent will receive any work assignment whatsoever under the contract awarded as a result of this Request for Proposals.

Compliance with all applicable laws, rules and regulations including those issued by the School Board is required.

All firms will be required to have proper licenses and insurance.

Contact Mr. Allen Asbury at 276-783-3791 Ext. 2234 or 276-780-6513 with any questions.

Selection Process

After receipt of proposals, the School Board and/or Review Committee will use the following criteria for selecting the Offeror.

- A. Special experience, technical capabilities, professional competence, and qualifications of the firm and qualifications of proposed personnel assigned to the project(s), including the firm's management personnel.
- B. Expertise and experience of firm relative to the type of project(s) listed in the scope of services. Indication of similar projects and/or similar types of projects for which architectural/engineering services were provided by the firm.
- C. Past cost performance and general overall "completion on time" of past projects. The school division reserves the right to contact previous clients and inspect both on-site and design work.
- D. Clearly identify all disciplines within the firm and those that will be subcontracted to other firms. List of subcontractors, if any, to be used on project(s).
- E. Overall quality of the firm and proposal (includes reputation and integrity within the engineering/architectural community).
- F. Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the proposing firm's plan for accomplishing the tasks.

Selection of the successful respondent shall be as follows:

1. Respondent should make written proposals offering its qualifications and understanding of the request as presented. Proposals should be specific as to the ability to perform A/E services related to the study, design, and operation of projects listed in the scope of services.
2. Following evaluation of the written proposals as submitted, the school division shall engage in individual discussions with those respondents deemed fully qualified, responsible, and suitable on the basis of the written proposals and with emphasis on professional competence. Such firms shall be encouraged to elaborate on their qualifications, as well as alternative concepts, and to answer the questions posed to them.
3. Following these discussions, on the basis of the evaluation factors listed in this request and all information developed in the selection process to this point, the school division shall select, in order of preferences, three or more firms whose professional qualifications and proposed services are deemed most meritorious. These firms will be kept on a list to be used at any time needed over a three-year period.

The School Board may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous.

Any contract awarded will incorporate by reference all requirements, terms and conditions included in the RFP and in the proposal submitted by the successful offeror.

Attachment #5: ETHICS IN PUBLIC CONTRACTING

§ 2.2-4367. Purpose.

The provisions of this article supplement, but shall not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), and Articles 2 (§ 18.2-438 et seq.) and 3 (§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions of this article shall apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

§ 2.2-4368. Definitions.

As used in this article:

"Immediate family" means a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.

"Official responsibility" means administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.

"Pecuniary interest arising from the procurement" means a personal interest in a contract as defined in the State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.).

"Procurement transaction" means all functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

"Public employee" means any person employed by a public body, including elected officials or appointed members of governing bodies.

§ 2.2-4369. Proscribed Participation By Public Employees In Procurement Transactions.

Except as may be specifically allowed by subdivisions A 2, 3 and 4 of § 2.2-3112, no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction;
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and

substantial participation in the procurement transaction, or owns or controls an interest of more than five percent;

3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or

4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

§ 2.2-4370. Disclosure Of Subsequent Employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the public body unless the employee or former employee provides written notification to the public body, or a public official if designated by the public body, or both, prior to commencement of employment by that bidder, offeror or contractor.

§ 2.2-4371. Prohibition On Solicitation Or Acceptance Of Gifts; Gifts By Bidders, Offerors, Contractor Or Subcontractors Prohibited.

A. No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The public body may recover the value of anything conveyed in violation of this subsection.

B. No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a 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 is exchanged.

§ 2.2-4372. Kickbacks.

A. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

B. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

C. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

D. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and shall be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

§ 2.2-4373. Participation In Bid Preparation; Limitation On Submitting Bid For Same Procurement.

No person who, for compensation, prepares an invitation to bid or request for proposal for or on behalf of a public body shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, a public body may permit such person to submit a bid or proposal for that procurement or any portion thereof if the public body determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the public body.

§ 2.2-4374. Purchase Of Building Materials, Etc., From Architect Or Engineer Prohibited.

A. No building materials, supplies or equipment for any building or structure constructed by or for a public body shall be sold by or purchased from any person employed as an independent contractor by the public body to furnish architectural or engineering services, but not construction, for such building or structure or from any partnership, association or corporation in which such architect or engineer has a personal interest as defined in § 2.2-3101.

B. No building materials, supplies or equipment for any building or structure constructed by or for a public body shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in the building or structure to the independent contractor employed by the public body to furnish architectural or engineering services in which such person has a personal interest as defined in § 2.2-3101.

C. The provisions of subsections A and B shall not apply in cases of emergency or for transportation-related projects conducted by the Department of Transportation or the Virginia Port Authority.

§ 2.2-4375. Certification Of Compliance Required; Penalty For False Statements.

A. Public bodies may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.

B. Any public employee required to submit a certification as provided in subsection A who knowingly makes a false statement in the certification shall be punished as provided in § 2.2-4377.

§ 2.2-4376. Misrepresentations Prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

§ 2.2-4376.1. Contributions And Gifts; Prohibition During Procurement Process.

A. No bidder or offeror who has submitted a bid or proposal to an executive branch agency that is directly responsible to the Governor for the award of a public contract pursuant to this chapter, and no individual who is an officer or director of such a bidder or offeror, shall knowingly provide a contribution, gift, or other item with a value greater than \$50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Governor's Secretaries, if the Secretary is responsible to the Governor for an executive branch agency with jurisdiction over the matters at issue, during the period between the submission of the bid and the award of the public contract under this chapter. The provisions of this section shall apply only for public contracts where the stated or expected value of the contract is \$5 million or more. The provisions of this section shall not apply to contracts awarded as the result of competitive sealed bidding.

B. Any person who knowingly violates this section shall be subject to a civil penalty of \$500 or up to two times the amount of the contribution or gift, whichever is greater. The attorney for the Commonwealth shall initiate civil proceedings to enforce the civil penalties. Any civil penalties collected shall be payable to the State Treasurer for deposit to the general fund.

§ 2.2-4377. Penalty For Violation.

Any person convicted of a willful violation of any provision of this article shall be guilty of a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

