



Request for Proposals

ISSUE DATE: April 28, 2025

PROPOSAL DUE DATE AND TIME: May 19, 2025 12:00 PM LOCAL TIME
(The time of receipt shall be governed by the clock at the address below)

ARCHITECTURAL AND ENGINEERING SERVICES FOR SALEM CITY SCHOOLS

ISSUED BY: SALEM CITY SCHOOLS
SALEM, VIRGINIA

Signed and sealed proposals should be clearly marked on the outside envelope "**A & E Services Proposal**" with the due date and time written on the envelope and delivered or mailed by the time specified to:

Mandy C. Hall
Chief Financial Officer
Salem City Schools
510 South College Avenue
Salem, Virginia 24153
(540) 389-0130

Inquiries may also be made to the above contact person and phone number. No phone, email or fax proposals will be accepted.

I. PURPOSE

The purpose of this Request for Proposals (RFP) and resulting contract is to solicit proposals from a qualified architectural and engineering firm to provide on-going professional architectural and engineering services for the following types of projects which require similar experience and expertise. The school division reserves the right to award to one firm only or multiple entities with projects assigned on an as needed basis at the discretion of the School Board. The desire is to have a one-year contract with the option to renew for an additional 4 years (not to exceed 5 years total) if mutually agreeable by both parties. Typical projects include:

- On-going roof replacement projects as roof sections reach the end of their useful lives
- Classroom renovations for sections of classrooms as may be requested
- HVAC equipment and controls upgrades or boiler replacements, as needed
- Concept plans for future renovations, energy studies or evaluation, as requested by division
- Building studies, if requested
- Possible related design work from any building projects which would be initiated as part of the annual school division Capital Improvement Plan process
- Ad hoc building construction or major maintenance technical advice or design and bidding services such as structural evaluations on a timely basis, as required, from time to time

Five (5) copies of the proposal are required, with one being unbound, and must be submitted as indicated on the cover page of the RFP.

II. STATEMENT OF NEEDS

General Requirements:

1. The offeror must offer professional architectural and engineering services and be a firm licensed under the Commonwealth of Virginia and authorized to do business in Virginia.
2. The successful offeror shall have sufficient qualified staff or relationships with other specialty firms to handle general consulting, design, and construction oversight on projects typical in a school division setting such as school building additions, heating and cooling projects, electrical upgrades, internal building renovations such as cafeteria kitchens or classrooms and roofing projects.
3. The successful offeror shall have sufficient experience and be capable of preparing and issuing invitations to bid/requests for proposals in accordance with AIA guidelines and in

accordance with the Virginia Public Procurement Act on behalf of the school system and familiarity with general bid award procedures in Virginia.

4. The successful offeror shall provide written assurances or certifications of all qualifications above and shall provide Standard Form 330 (replaced Form 254 and Form 255).
5. The successful offeror shall provide a narrative statement describing the offeror's expertise, qualifications, specialties, if any, and assurance of the sound financial condition of the firm.
6. Any resulting contract must incorporate the terms and conditions of the RFP and any addendums mutually agreed to during negotiations.
7. The successful offeror shall provide a single point of contact for future project management and general inquiries.

III. Scope of Work

The successful offeror will be expected to provide all necessary architectural and engineering services and general construction oversight for the multiple projects identified above, particularly one-time projects which will typically be done during summer breaks. Examples of typical school projects in recent years include new boilers, elementary classroom renovations, parking lot and bus area updates, storefront entrances, whole school renovations, locker room renovations, HVAC improvements, masonry repair consultation, roof replacements and similar major maintenance types of projects.

The school system typically carries out 1-2 roof or remodeling type of projects a year which would require design work in November through February to be able to go to bid well in advance of June, preferably in February or March at the latest. Construction work is performed in the summer for the most part when buildings are available to contractors. The nature of projects can vary each year depending on availability of funding and most pressing needs. An annual Capital Improvement plan is adopted by the School Board and City Council each October/November to provide a broad outline of upcoming projects, both short term and long-term.

The successful offeror will be expected to occasionally attend and assist in a presentation of recommendations to the school board if an agenda topic is directly related to a project.

The successful offeror will need to be responsive and available for periodic consultation as needed for building construction or structural requests on an on-going basis.

The school board reserves the right to use the awarded firm for architectural and engineering services for a complete school renovation project or new construction or

new additions such as a school renovation or new construction, or at its sole option the school division may bid and award services to a second firm for separate building renovation or new construction projects or concepts, or studies or any other A& E work while the contract from this bid is in effect, whatever is in the best interest of the School Board.

Any projects already in process during this request for proposal will continue to be done by any firms who have been currently hired to do the work.

If the selected proposer should perform work under a contract that eventually ends in the next 1-5 years, the school division desires to have the selected firm to complete any unfinished projects and make available all drawings and information needed by a subsequent firm to work on any projects in process.

A. Calendar of Events

The following is a tentative outline of the schedule for selecting an offeror:

- RFP issued 4/28/2025
- RFP responses due 5/19/2025 at 12 noon
- Conduct interviews and negotiations 5/21 – 5/29/2025
- Select top ranked proposer 5/30/2025
- Award Bid and sign contract (effective July 1) 6/11/2025

The initial period of the contract is one year and it may be renewed administratively for up to four additional one-year terms (for a total of five years) at the option of the school division in accordance with the Virginia Public Procurement Act.

IV. GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS - READ CAREFULLY - FAILURE TO COMPLY WITH EACH AND EVERY PROVISION OF THIS PROPOSAL AND THE SPECIFICATIONS ARE GROUNDS TO DISQUALIFY A PROPOSER.

Wherever the term Salem City or Schools is used, it is understood to include the Salem City School Board. Salem City Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4343.1. The offeror shall cooperate with school officials in performing the contract to insure minimal interference with the normal school program.

SUBMISSION AND RECEIPT OF PROPOSALS:

- a) To be considered, all must be delivered in a sealed envelope, clearly marked with the words "PROPOSAL DOCUMENTS", and the name of the item being Bid and received in the Salem City Schools Business office no later than the specified due date and time. Failure to timely submit such proposal shall disqualify the proposer and such proposal

will be returned to the proposer unopened. NO FAXED BIDS WILL BE ACCEPTED.

- b) Unless otherwise specified, proposers must use the RFP/proposals form furnished by Salem City Schools. Failure to do so shall be grounds for rejection of the proposal.
- c) Proposals having any erasures or corrections must be initialed in ink by the proposer. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All proposals must either be typewritten or printed in ink.
- d) The original copy of the proposal must not be permanently bound.

By submitting a proposal, the Offeror represents that they have read and understood the requirements and goods or services being requested including applicable laws and regulations. The failure of an Offeror to receive or examine any form, addendum, or other documents shall in no way relieve the offeror from any obligations with respect to the proposal or any resulting contract.

Salem City Schools shall provide the mechanism for the evaluation of all information received. The school district reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the school district may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

Multiple options and pricing are encouraged by each vendor, based on what each vendor thinks would be best for the division. Justification for purchase will be made on what is determined to be the best interest of Salem City Schools as determined by the Salem City School Board's Chief Financial Officer regardless of price, quality or any other factors.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact us. We require that you provide at least 48 hours' notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodation or assistance, which may be required for your participation.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the school district, any contact initiated by any Offeror with any School representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

REFERENCES

All Offerors shall include a list of three (3) references, from school districts and/or similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, email addresses, and phone

numbers of all references on the attached form.

References may or may not be reviewed or contacted at the discretion of the school district. Typically, only references of the top ranked short listed Offeror or Offerors are contacted. The school district reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the school district, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Salem City Schools. The school district will make the final determination of the proposal that best meets the needs of Salem City Schools.

COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Invitation for Bid is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the Salem City Schools, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

Salem City Schools shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

PRICES TO BE FIRM

The proposer warrants, by virtue of proposal, that the prices, terms and conditions quoted in his proposal will be firm for a period of 60 days from the date the proposals are due. Net 30 after receipt of invoice. Price should include shipping.

INVOICES

The vendor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for the items ordered, delivered and accepted by Salem City. All invoices must show the purchase order/contract number. All vendors need to be properly registered as a payment vendor for the City in order to receive payment and not as an employee of the school division. All vendors previously registered are still in the system as

a payment vendor. If no prior business had been conducted, please provide a W-9 form with bid.

DELIVERY POINT

Unless otherwise indicated, all items shall be delivered F. O. B. with destination and delivery charges included in the proposal price. F. O. B. destination is interpreted to mean unloading and placing in the building or area as directed by the Schools.

CASH DISCOUNTS

In determining the award of a proposal, cash discounts for prompt payment will be considered. Discount time period computations shall commence from and after complete delivery, in satisfactory condition, and receipt of a properly documented invoice.

BRAND NAMES

When a brand name appears in the specifications, it is solely for the purpose of establishing a grade or quality of material. The Schools do not wish to rule out other brands or manufacturers; therefore, the words "EQUIVALENT TO" are automatically included. However, if a product other than that specified is proposed, it is the vendor's responsibility to prove to the Schools that said product is equivalent to that specified in the proposal.

QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this proposal shall be of the best quality available.

ACCEPTANCE OF MATERIAL

Until such time as all the conditions in the contract are fulfilled, Salem City Schools reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS

Clearly specify your warranty of products and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY

Time is of the essence for delivery of any items, products or service procured as a result of this proposal. If delivery is not made at the time specified, Salem City Schools reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future School contracts.

DEFAULT PROVISION

In case of default by the vendor, the Schools shall have the sole discretion to procure the articles or services from other sources. The defaulting vendor shall be liable for any and all costs in excess of the contract price occasioned by or resulting from such default whether directly or indirectly, which sums may be paid or credited from any forfeited bond or other

security. Upon written notice, the vendor will have 20 calendar days to remedy the default.

PRICING

In the event of discrepancy between the total pricing and unit prices, the Schools in its sole discretion, shall determine the proposal price.

PROPOSAL

A proposal may be withdrawn or modified prior to the time and date set for the receipt of proposals. The offeror shall notify the school division of its intent in writing. If a change in the proposal is requested, the modification must be worded to clearly indicate the new amount and to not reveal the original amount. Modified or withdrawn proposals may be resubmitted to the Chief Financial Officer up to the time and date set for receipt of proposals. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.

Any material changes to the proposal by the school division will be made in writing and distributed by facsimile or mail. Each offeror is responsible for determining that all addenda have been received before submitting the proposal.

COPYRIGHTS OR PATENT RIGHTS

The proposer warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The proposer agrees that Salem City Schools shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

FEES INCLUDED IN PROPOSAL PRICE

Submitted proposals shall include in the price, the cost of any Business and/or Professional licenses, permits or fees as required by law.

TAX EXEMPTION

Salem City Schools is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the Schools will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY

Salem City Schools reserves the right to request from the proposer, a separate manufacturer's certification of all statements made in the proposal. The Schools may request any or all proposers to furnish proof of experience, ability and financial standing.

SIGNED PROPOSAL CONSIDERED AN OFFER

This RFP must be signed as herein provided. Submission of this signed RFP shall be considered an offer by the proposer or contractor to sell the items or services as required in the specifications. All proposals are subject to approval by the Salem City School Board. In the case of default by the proposer or contractor after acceptance, the Salem City School Board may take such action, as it deems appropriate, including forfeiture of any and all bonds or security and legal action for damages or specific performance.

COMPLIANCE WITH LAWS

The proposer is responsible for compliance with all Local, State and/or Federal laws and regulations. Salem City Schools shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with Salem City Schools pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 of Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The Schools may void any Contract with a business entity if the business entity fails to remain in compliance with the provision of this section.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

ACCEPTANCE OR REJECTION OF PROPOSALS

Salem City Schools reserves the right to accept or reject any or all proposals/offers. The Schools also reserve the right to award the contract for any such materials, goods or services the Schools deem will best serve its interest. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combination as shall best serve the interest of the Schools. Salem City Schools reserves the right to make a site visit to the facility prior to bid award.

RULING LAW

This RFP and any contract executed pursuant hereto of which this RFP shall be an internal part shall be governed, controlled and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the City of Salem or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

NONDISCRIMINATION PROVISIONS

During the performance of this contract, the vendor will not discriminate against any employee or applicant for employment because of age, 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 vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause. 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. The offeror shall include the provision of the foregoing paragraph in

every purchase order over \$10,000 so that the provisions will be binding upon each vendor.

INSURANCE

The **VENDOR** shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the **VENDOR'S** execution of the work, whether such execution be by himself or by any **SUBCONTRACTORS** or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the **VENDOR**, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees, and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the Salem City Schools shall be filed with the Salem City Schools prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior **WRITTEN NOTICE** has been given to the Salem City Schools.

The **VENDOR** shall procure and maintain, at his own expense, during the **CONTRACT TIME**, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the **CONTRACTOR** and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the **CONTRACT DOCUMENTS**, whether such operations be by himself or by any **SUBCONTRACTOR** under him, or anyone directly or indirectly employed by the **VENDOR** or by a **SUBCONTRACTOR** under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.

The VENDOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the VENDOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the VENDOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the VENDOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

ANTI-DISCRIMINATION

By submitting their proposals, respondents/offerors certify to the Commonwealth 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 (VPPS)*. 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 beliefs, 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; if the faith-based organization segregates public funds into separate 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 1, and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employment 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 of regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

NONDISCRIMINATION OF CONTRACTORS

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

SPECIAL INSTRUCTIONS:

ANTITRUST

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Salem City Schools all rights, title, and interest in and to all causes of the action it may now 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 Salem City Schools under said contract.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that Salem City Schools shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable in whole or in part without the written consent of Salem City Schools.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this proposal, the proposer certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

ANTI-COLLUSION CERTIFICATION:

By my signature on the face of this proposal, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil

damage awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer.

KICKBACKS

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or Subcontractor in connection with proposal on this contract, Subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless Salem City Schools and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The school district cannot legally agree to any clause indemnifying the Vendor from any damages arising out of the contract or holding the Vendor harmless. The submission of a bid or proposal means that the Vendor agrees not to request such language in the resulting contract.

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for

Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal. The City of Salem Schools reserve the right to terminate the contract/purchase order immediately in the event the contractor discontinues or abandons operation, if it is adjudged bankrupt, or is reorganized under any bankruptcy law, or fails to maintain adequate insurance.

The City of Salem Schools reserves the right to cancel and terminate any resulting contract upon ninety (90) day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and /or perform all services prior to the effective date of cancellation. Cancellation of the contract would become effective the ninety-first day after notification.

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 violation 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 provisions will be binding upon each Subcontractor or Vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a 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.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT

Prior to awarding a contract for the provision of services that require the Vendor or his employees to have direct contact with students, the school board shall require the Vendor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense; and (ii) whether he has been convicted of a crime of moral turpitude. (§22.1-296.1 (C)).

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for Salem City Schools pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the school system and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the

Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal

V. PROPOSAL RESPONSE FORMAT (Please submit five (5) copies of your proposal with one copy unbound.) The offeror shall include in their proposal the following information in any format as long as the information is provided in a clear concise manner:

- A. Company background and firm qualifications and firm licensing information as indicated above
- B. Description or appropriate evidence of financial stability of offeror
- C. Minimum of 3 references for similar contracts (company name, contact name, address, telephone number), preferably school division or government clients
- D. Specific description of its project manager and proposed staff for this assignment, general methods, how the tasks will be completed
- E. Offeror's sample contract
- F. Sample copy of at least one invitation for bid for a renovation or construction project designed for a school division or government in Virginia
- G. Description or listings of projects or similar A/E work performed for school/government clients
- H. Standard Form 330
- I. Certificate of liability insurance in the minimum amount of \$1 million by an insurer licensed to do business in Virginia
- J. Any other relevant information the offeror may wish to highlight related to qualifications or experience

Offerors are requested **NOT** to submit a non-binding cost proposal until your firm is selected for the short list for an interview discussion. At that time, a non-binding cost proposal will be discussed.

VI. PROPOSAL EVALUATION AND SELECTION PROCESS

- A. School division administrators, and possibly its facilities committee consisting of all 5 School Board members, will review the proposals and conduct subsequent discussions by telephone or in person with at least 2 offerors considered to be the most qualified.

Proposals should be as thorough and detailed as possible so that the school division may properly evaluate the capabilities to provide the required goods/services.

- B. Selection of the successful offeror will be by competitive negotiation and based on the following criteria:
1. Overall qualifications and experience and approach of the firm
 2. Experience in similar projects and consulting assignments, including prior experience with Salem Schools, if applicable
 3. Proposed work approach on projects and on-going consulting and proposed staffing
 4. Availability to school division and ability to respond in a timely and efficient manner when required for consultation and particularly when quick response is needed
 5. References from clients
 6. Cost and billing methods
- C. Individual discussions will be conducted with each of the 2 or more offerors deemed fully qualified, responsible and suitable on the basis of the initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. The offerors will be encouraged to elaborate on their qualifications and performance data or staff experience pertinent to the project. The school division will discuss non-binding cost proposals during the discussion stage. Following discussions with the 2 or more offerors on the basis of the evaluation factors and all information developed in the selection process, the school division shall select in order of preference the two or more top-ranked proposals and conduct negotiations. If a contract satisfactory and reasonable can be negotiated with the top-ranked offeror, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be terminated and negotiations conducted with the offeror ranked second, etc. until a satisfactory contract shall be negotiated at a fair and reasonable price. The award document or resulting contract shall incorporate the terms and conditions of the RFP.
- D. The school division shall not be obligated to justify its reason for non-selection to firms whose proposal was not accepted.

NOTICE OF PROPRIETARY INFORMATION FORM
RFP for Architectural and Engineering Services for Salem City Schools

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government’s ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).

SIGNATURE SHEET
RFP for Architectural and Engineering Services for Salem City Schools

BY SIGNING THIS CERTIFICATION, THE PROPOSER INDICATES AN UNDERSTANDING OF THE REQUIREMENTS AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS PROPOSAL.

DATE _____

PAYMENT TERMS – NET 30

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

FEIN: _____

VA BUSINESS LICENSE NUMBER: _____

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) _____

VIRGINIA SCC NUMBER OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO AUTHORIZED PER VA CODE § 2.2-4311.2 _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

REFERENCE FORM
RFP for Architectural and Engineering Services for Salem City Schools

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

**Salem City Schools
Contractor Certification Form (Can be completed at time of Contract)**

The Code of Virginia (Section 22.1-296-1) requires contractors who provide services to schools with employees who will have direct contact with students on school property during regular school hours or during school-sponsored activities to provide certification that all such persons (contractor and employees) have not been convicted of the crimes listed below

I. Certification Section to be Signed by CEO or Designee

I certify to Salem City Schools, that to the best of my knowledge, no employee of my company having direct contact with students during regular school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense.

Name of Company CEO or Designee _____

Title of CEO or Designee _____

Name of Company _____

Signature of Company CEO or Representative _____

Phone Number () _____

Date _____

If the company is unable to provide the certification due to a conviction, please return the form and attach an explanation.

+++++

II. Certification Section to be Signed by Each Individual Employee Who Will Physically Work on Salem School Property During Regular School Hours or School-Sponsored Activities

By signing below, I certify to Salem City Schools that I have never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense.

<u>Printed Employee Name</u>	<u>Signature</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

<u>Printed Employee Name</u>	<u>Signature</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
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Note: Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and upon conviction, the fact of such conviction will be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of the person’s license to provide such services. The School Board will not be liable for materially false statements regarding the required certifications.