



REQUEST FOR PROPOSALS INDUSTRIAL HYGIENE SERVICES

**RFP 22-013-CJ
July 22, 2021**

**County of Gloucester
Central Purchasing Office
6489 Main Street – Suite 324
Gloucester, VA 23061
Phone: (804) 693-6235 Fax: (804) 693-0061**

The County of Gloucester is seeking sealed proposals from qualified firms (the “Offeror” or “Contractor”) to furnish the goods and/or services described herein. Proposals will be received at the office of Central Purchasing, 6489 Main Street, Suite 324, Gloucester, Virginia, 23061, through the due date and hour shown below (local prevailing time).

Project Overview: To solicit proposals from qualified firms to provide industrial hygiene testing services for Gloucester County and Gloucester County Public Schools. The resulting agreements from this solicitation shall be non-exclusive and the services provided shall be on an on-call basis with no guarantee of work. The County reserves the right to make multiple awards from this solicitation and the use of the contracted firms shall be at the sole discretion of the County.

Pre-Proposal Conference: A Pre-Proposal Conference is NOT scheduled for this solicitation.

Proposals Due: August 13, 2021, at 4:00 p.m.

Questions: Questions or comments regarding this solicitation shall be directed to the Buyer **not later than Tuesday, August 3, 2021**. All questions shall be submitted in writing (email is preferred).

Buyer: Christine Joyce, CPPB, VCA, Purchasing Manager, cjoyce@gloucesterva.info or 804-693-1208.

ONE ORIGINAL AND TWO COPIES OF YOUR SUBMITTAL IS REQUESTED

Copies of the proposal documents may be obtained at the Central Purchasing Office located in County Office Building No. 2, 6489 Main Street, Suite 324, Gloucester, Virginia. You may also download this solicitation at www.gloucesterva.info/purch on the Central Purchasing website.

Note: The County of Gloucester does not discriminate against faith-based organizations in accordance with the *Code of Virginia* § 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Table of Contents

Terms Conditions and Specifications

Section A -General Terms and Conditions
Section B- Special Terms and Conditions
Section C- Insurance Requirements
Section D -Submission Requirements and Evaluation
Section E-Statement of Needs

Attachments

Attachment A – Proposal Form
Attachment B – References
Attachment C- Sample Contract

SECTION A
GENERAL TERMS AND CONDITIONS.

1. PRE-PROPOSAL AND PROPOSAL SUBMISSION REQUIREMENTS:

- a. Direct contact with anyone other than the Gloucester County Central Purchasing, including other County departments or the County consultants, regarding this Request for Proposals (also referred to “solicitation” herein) is expressly forbidden. Violation of this directive may result in a determination that the Offeror is ineligible for award.
 - b. All proposals shall be submitted sealed with the proposal number, date and time clearly marked on the outside of the envelope or package. Electronic transmittals (i.e. fax, email, etc.) will not be considered. Proposals received in Central Purchasing after the due date and time will not be accepted. Failure to return required documents and information specified herein may result in a determination that the proposal will not be considered for award.
 - c. All costs associated with preparing a proposal, including any mailing costs, are the Offeror’s responsibility.
 - d. All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm.
 - e. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the County, including sales tax, delivery charges or other surcharges. Prices quoted shall be the final cost to the County. All deliveries shall be F.O.B. Destination. Price changes shown on the outside of the envelope are not acceptable and will not be considered.
 - f. If the County is closed for business on the due date and time for proposals, regardless of reason, proposals will be accepted on the next business day of the County, at the originally scheduled time.
 - g. The Terms, Conditions and Specifications in this Request for Proposals will be incorporated by reference and be part of the contract following award.
 - h. Failure to submit a proposal on the official County form(s), as provided herein, and failure to provide an authorized signature on the forms may be cause for rejection of the proposal.
 - i. Submission of a proposal is not to be construed as an award or an order to ship.
 - j. A proposal by the Offeror certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with the County. If a debarment or suspension exists, supporting information shall be provided with the submittal. Suspension or debarment may disqualify the Offeror from award of a contract.
2. **CLARIFICATION OF TERMS/ADDENDA:** If any Offeror has questions about the specifications or other solicitation documents, the Offeror shall contact the buyer whose name appears on the face of the solicitation no later than the due date and time posted on the cover page. Any revisions to the solicitation will be made only by addendum issued by the buyer and posted on the public posting board in Central Purchasing. Addendums shall also be posted on the Central Purchasing website at <http://gloucesterva.info/CentralPurchasing>. It is the Offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer.

3. **AWARD:** Award shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the County. The award shall be based on the evaluation of all information as the County may request. The County reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the County reserves the right to enter into a contract deemed to be in its best interest. Based on what is determined to be in the best interest for the County, award may be made to one Offeror or more than one Offeror.
4. **GOVERNING LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and ordinances of the County of Gloucester, Virginia. Any litigation with respect thereto shall be brought in the courts of Gloucester County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).
5. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (§ 2.2-4343.1E, *Code of Virginia*).

In every contract over \$10,000 the provisions in “a” and “b” below apply:

a. During the performance of this contract, the Contractor agrees as follows:

1. 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.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

b. The Contractor will include the provisions of the foregoing paragraphs 1,2 and 3 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.

6. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or sub-contractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
7. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposal, Offerors certify that they do not and shall not during the performance of this contract, knowingly employ any unauthorized alien

as defined in the *Federal Immigration Reform and Control Act of 1986, as amended* (§ 2.2-4311.1 *Code of Virginia*).

8. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:** All Offeror's organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in the proposal a statement describing why the Offeror is not required to be so authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter 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 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. (§ 2.2-4311.2 *Code of Virginia*). Visit <https://www.scc.virginia.gov/> for more information.

9. **SMALL, WOMEN-OWNED, MINORITY, SERVICE DISABLED VETERAN AND EMPLOYMENT SERVICES ORGANIZATIONS OWNED BUSINESS REQUIREMENTS:** The County of Gloucester desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service disabled veterans, and employment services organizations, and to encourage their participation in the County's procurement activities. The County of Gloucester encourages these persons, entities and firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minority individuals, service-disabled veterans and employment services organizations through partnerships, joint ventures, subcontracts, and other contractual opportunities.
10. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia or any government entity from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
11. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County of Gloucester all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Gloucester under said contract.
12. **MANDATORY USE OF COUNTY FORMS AND TERMS AND CONDITIONS:** Failure to submit an offer on the County document may be a cause for rejection. Modification of or additions to any portion of the solicitation may be cause for rejection of the offer; however, the Purchasing Agent reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject the submittal or find it as nonresponsive. As a precondition of acceptance, the Purchasing Agent may, in his/her sole discretion, request the Offeror withdraw or modify nonresponsive portions of their submittal that do not affect quality, quantity, price, or delivery.
13. **PAYMENT:** A. Payment terms shall be Net 45 days unless otherwise stated by the Offeror on this solicitation. Alternative terms may be offered by the Offeror for prompt payment of bills. B. Payment terms may be considered in determining the most advantageous offer. C. Discount period shall be computed from the date of proper receipt of the Contractor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest. D. The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction. E. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act. (1% per month) (§ 2.2-4352, *Code of Virginia*).
14. **METHOD OF PAYMENT:** The Contractor will be paid on the basis of the invoice submitted to the Gloucester County Finance Department after delivery and acceptance by the designated School and/or County representative.

To expedite disbursements to the Contractor, **all payments will be made through a purchase charge card, with no additional fees applied** established by the County unless the County elects to pay the Contractor in a different manner. The submission of a proposal indicates the Contractor's acceptance of this payment method. All payments will be made in accordance with the Code of Virginia's Prompt Payment provisions. *Code of Virginia §2.2-4347 & 2.2-4352.*

15. **DRUG FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor 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 Contractor, 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.
16. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement.
17. **PRECEDENCE OF TERMS:** The General Terms and Conditions shall apply in all instances. In the event of conflict between any of the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply. In the event of a conflict between the contract documents, including these terms and conditions and the terms of a Purchase Order or related document issued by Central Purchasing, the contract documents shall control.
18. **USE OF BRAND NAMES:** Unless qualified by the provision "NO SUBSTITUTE", the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring an offer nonresponsive. Unless the Offeror clearly indicates that the item offered is an equal item, such offer will be considered to offer the desired brand name product.
19. **LATE PROPOSALS:** To be considered for selection, proposals must be received by Central Purchasing (or designated issuing office) by the designated date and hour. The official time used for the receipt of proposals is that time on the automated stamp machine in the Central Purchasing Office. Proposals received in Central Purchasing after the date and hour designated will not be considered. The County/School Board is not responsible for delays in the delivery of mail by the U. S. Postal Service, private courier, or any inter-departmental mail distribution. It is the sole responsibility of the Offeror to ensure that its proposal reaches Central Purchasing by the designated date and hour.
20. **QUALIFICATION OF OFFERORS:** The Purchasing Agent may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Purchasing Agent all such information and data for this purpose as may be requested. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Purchasing Agent further reserves

the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Purchasing Agent that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

21. **ADDITIONAL INFORMATION:** The County reserves the right to ask any Offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Purchasing Agent deems desirable. By submitting their offers, Offerors certify they understand these terms, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of these terms constitutes a breach of contract.
22. **SAMPLES OF ITEMS:** If requested, samples of items shall be furnished by the Offeror without charge. Upon request, within sixty (60) days after the receipt of offers, the samples may be returned at the Offeror's expense; otherwise the samples may be destroyed or consumed.
23. **DELIVERY, TRANSPORTATION AND PACKAGING:** Except when otherwise specified herein, all items shall be **F.O.B. Destination** to any point within the County of Gloucester, Virginia as directed by the ordering department. By submitting their proposals, all Offerors certify and warrant that the price offered for F.O.B. Destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers should be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
24. **EVALUATION AND AWARD:** Proposals will be awarded based on the criteria so stated in the Request for Proposal. In case of arithmetical errors, the unit price shall govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The Purchasing Agent reserves the right to reject any and all proposals in whole or in part, to waive any informality, and to delete items prior to making an award. (Virginia Code Section § 2.2-4319 and § 2.2-4359). Offerors agree that decisions of the Purchasing Agent are final, and shall hold harmless the County, its departments, directors, employees, and consultants and others involved in solicitation and selection. The submission of a proposal indicates acceptance of this condition.
25. **AWARD NOTICES:** Awards or Decisions to Award shall be posted on the public posting board in Central Purchasing, on the County website at <http://gloucesterva.info/CentralPurchasing>.
26. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days by instituting legal action as provided in § 22-60 and § 22-64, *Code of the County of Gloucester, Virginia*.
27. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
28. **MODIFICATION OF CONTRACT:** Per § 22-14, *Code of the County of Gloucester, Virginia*, no contract or purchase order may be modified or changed by amendment, change order, or any other agreement without the prior approval of the Purchasing Agent or designee unless (i) such modifications, in the aggregate, do not increase the amount of the contract by more than twenty-five (25) percent of the original amount of the contract or fifty thousand dollars (\$50,000), whichever is greater, (ii) such changes are the result of unforeseen circumstances or changed conditions encountered during the progress of the performance of the contract, and (iii) such changes are

directly related to the performance of the contract. Extensions of time to perform a contract may be granted without prior approval of the Purchasing Agent or designee provided such extensions involve no increase in cost to the County. In no event shall the aggregate of all modifications increase the cost of the Contract beyond the appropriated project amount.

29. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Purchasing Agent, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
30. **TAXES, FEES AND SURCHARGES:** Sales to Gloucester County, Virginia are normally exempt from State sales tax. A State sales and use tax certificate of exemption (Form ST-12) will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. The County's Excise Tax Exemption Registration Number is **54-6001312** and the School/ **54-6001313**. Additionally, no additional fees or surcharges may be passed to the County. This includes but is not limited to any type of fuel surcharge.
31. **CANCELLATION OF CONTRACT:** The Purchasing Agent reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty and without liability for goods or services which have not been delivered, provided, or ordered as of the date of notice of termination/cancellation, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. Contractors may request cancellation of their contract, upon 60 days written notice to the County. The Contractor shall be responsible for delivering their goods or services during this period at the contracted price.
32. **CONTRACTUAL DISPUTES:** In accordance with § 22-63, *Code of the County of Gloucester, Virginia*, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Gloucester, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Agent. The Purchasing Agent shall render his/her decision within thirty (30) days. The Contractor may then appeal the Purchasing Agent's decision to the County Administrator, who shall render a final decision within forty-five (45) days.
33. **COUNTY BUSINESS LICENSE:** If applicable, the Contractor shall pay for and obtain a County Business License before commencing work. All sub-contractors doing over \$25,000 in work shall likewise obtain a business license before commencing work. All Contractors must be licensed to do business within the Commonwealth of Virginia, as required by the *Code of Virginia* § 54.1-1117, 58.1-3714 thru 3715, 58.1-3703.1 and *Code of the County of Gloucester, Virginia*, Chapter 5, Article V §§ 5- 61-5-63 and Chapter 10, Article I §10-8.
34. **ORDERING OPTION:** The County of Gloucester may, during the first 180 days after this contract is awarded, with the concurrence of the Contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract, unless approved by the Purchasing Agent.
35. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

36. **INDEPENDENT CONTRACTOR:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County.
37. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other sources.
38. **RECORDS AND INSPECTION:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the County. The County shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the County to the Contractor pursuant to this contract or any renewal or extension of this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities and all necessary records and be provided adequate and appropriate workspace in order to conduct audits.
39. **COOPERATIVE AGREEMENT:** This solicitation is being conducted under the provisions of § 2.2-4304 of the *Code of Virginia*, "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the solicitation, if solicitation specified that the procurement was being conducted on behalf of the other public bodies. If authorized by the Contractor(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contract(s) shall place its own order(s) directly with the successful Contractor(s). The Central Purchasing Department of Gloucester County, Virginia, acts as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Offerors desiring to offer to other jurisdictions under this clause should so indicate in their response.
40. **ENTIRE AGREEMENT:** The contract resulting from this solicitation and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
41. **DEBRIEFING:** All information regarding Offerors and proposals shall remain confidential during the review process. This information will only be available after an award or decision to award has been made. After an award is made, or the decision to make an award is made, the file with documents and information required or allowed to be omitted by law removed therefrom, is available for review in the Central Purchasing Department which will constitute the debriefing. Offerors should make an appointment to review the file during normal business hours, 9:00 AM–4:00 PM Monday – Friday.

**SECTION B
SPECIAL TERMS AND CONDITIONS**

1. **PRE-BID CONFERENCE:** A pre-bid conference is scheduled related to this Request for Proposal on the date, time and location posted on the cover page. Attendance at the pre-bid conference is mandatory in order for a bid to be considered for award.

2. **CONTRACT TERM:**

This contract term for services under this contract shall be for one (1) year from the date of the contract award. The initial contract period will be for one year from date of award through 08/31/2022.

3. **OPTIONAL CONTRACT RENEWALS:**

At the sole request of Gloucester County, this contract may be extended upon mutual agreement of the parties for four (4) additional, one (1) year periods, upon the same terms and conditions set forth in the contract.

4. **PRICE ESCALATION/DE-ESCALATION:**

Prices shall remain firm for the initial contract period. A price adjustment may be requested after the initial contract period and each renewal period thereafter.

Price adjustments shall be based on the percentage change of the Producer Price Index (PPI) for **Series ID: pcu3334133334131** as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The percentage change shall be applied to the (then) current contract prices in effect for the County. The newly adjusted prices shall become effective upon a mutually acceptable date and shall affect goods and/or services requested on or after that date.

Price adjustments will not be automatic. The Contractor shall submit a written request (email, facsimile, etc.) to the County (ATTN: Central Purchasing Department) and are subject to approval by Central Purchasing. Evidence/proof of price change from the manufacturer or other relevant source shall accompany the request. If an adjustment is approved by the County, price increases may be limited to a maximum of 5% for each increase period.

Producer Price Index information and detailed statistics including current percentage changes can be accessed at <http://www.bls.gov/ppi/>. Fuel and/or other surcharges shall not be allowed.

The County reserves the right to request a reduction in price based on economic factors or market conditions during the contract term according to changes in the specified index or other factors.

5. **PRINTING:** In accordance with standard printing trade practices, proposals will be rejected when the additional per thousand cost, run at same time (R.A.S.T.), equals or exceeds the base lot per thousand price quoted and/or incremental unit cost. On proposals for multiple part forms and envelopes, the additional per thousand price (R.A.S.T.) shall not exceed the base lot per thousand price quoted and/or incremental unit cost.
6. **OWNERSHIP OF PRINTING MATERIALS:** All artwork, camera-ready copy, negative, dyes, photos, and similar materials used to produce a printing job shall become the property of the County. Any furnished materials shall remain the property of the County. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.

7. **INSPECTION OF JOB SITE:** Contractor’s signature on this solicitation constitutes certification that they have inspected the job site and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the County.
8. **MAINTENANCE MANUALS:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
 - a. **Operation and Maintenance Data:** Contractor shall provide original manufacturer printed instructional manual for use by the owner. Each manual should be prepared specially for the price of equipment/project and include all pertinent instructions, as-built drawings, bills of materials, listing, technical bulletin and other printed materials required to provide fully accurate and comprehensive information for safe and proper operation, maintenance and repair of the equipment or system supplied for the project.

Each operation and maintenance manual should be bound in a durable, permanent, stiff cover binder of one or more volumes. Binders should be of the three-ring type or three-post type and not be overfilled. Manuals should be organized into sections or categories of information with a table of contents indicating the title of each section. Contents of manuals should include, complete detailed written operating instructions for each product including function; operating characteristics; limiting conditions; operating instructions for startup, normal and emergency conditions; regulations and control; operational troubleshooting; and shut down. Also include, as applicable, written descriptions of any alarms generated by the product and the proper response to such alarms.

Contractor shall provide complete detailed written preventive maintenance instructions including all information and instructions to keep the product properly lubricated, adjusted and maintained so that the item functions economically throughout its design life. Contractor shall also provide complete instructions for ordering of all replaceable parts including any reference numbers and provide complete electrical schematic and wiring diagrams.

Contractor shall submit said operational and maintenance manuals to Gloucester County within ninety (90) days and approved shop drawings for the product, if applicable.

9. **AS-BUILT DRAWINGS:** The Contractor shall provide the County a clean set of reproducible “as built” drawings and wiring diagrams, marked to record all changes made during installation or construction. The Contractor shall also provide the County with maintenance manuals, parts lists and a copy of all warranties for all equipment. All “as built” drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the County upon completion of the work and prior to final payment.
10. **WARRANTY (COMMERCIAL):** The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
11. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by the Offeror within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the Offeror is required under Title 54.1-1100, *Code of Virginia (1950)*, as amended, to be licensed by the State Board of Contracts a “CLASS A CONTRACTOR.” If such contract is for ten thousand dollars (\$10,000) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by Offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000), but less than seven hundred and fifty thousand dollars (\$750,000), the bidder is required to be licensed as a “CLASS B CONTRACTOR.” If such a contract is over one-thousand dollars (\$1,000) but less than ten thousand dollars (\$10,000), or if the Contractor does less than \$150,000 in business in a 12-month period, the bidder

is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesman licensure for electrical, plumbing and heating, ventilation and air conditioning Contractors. The Offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his Contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the Offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said Contractor license number to the County in writing when requested to do so before or after the receipt of proposals, his proposal will not be considered. In addition, the Offeror shall provide the Purchasing Agent copies of required licensing or certificates to include the appropriate Business License with his/her proposal.

If an Offeror shall fail to obtain the required license(s) prior to submission of his proposal, the proposal shall not be considered.

12. CRIMINAL BACKGROUND CHECK:

- (a) In order to determine whether, in the interest of public welfare and safety, an employee of a Contractor contracting with any County agency and each applicant for County volunteer service may be disqualified from such employment or service by reason of a criminal record, the County Administrator or designee (in this case the Purchasing Agent is the designee), who must be a County employee, may require the Contractor's employee or volunteer to provide personal descriptive information and to submit to a criminal background check. The Contractor contracting with any County agency shall pay the cost of the criminal records check. The volunteer will not be required to pay the cost of the criminal records check.
- (b) The County Administrator or designee, who must be a County employee, shall require that a criminal background check be conducted on an employee of a Contractor contracting with any a County agency and applicants for County volunteer service where the anticipated duties or responsibilities of the employee or volunteer will involve (i) unsupervised access to public records or to personal information as defined in § 2.2-3801 of the *Code of Virginia*; (ii) accountability for public funds in excess of \$2,500.00; (iii) unsupervised access to County supplies; (iv) entry into secured areas outside of working hours without a County employee; (v) right of entry onto private property without a County employee; or (vi) proximity to children, the elderly or disabled on a one-on-one basis with minimal supervision.
- (c) The County Administrator or designee may require a Contractor's employee or volunteer whose duties do not fall within the duties enumerated in section (b) to submit to a criminal background check in the interest of protecting the public safety where there is reasonable cause to believe the Contractor's employee or volunteer is not suitable for such employment or service or for other unique employment or volunteer service.
- (d) The criminal history record information regarding such Contractor's employee or volunteer may be obtained through the Central Criminal Records Exchange or other appropriate qualified private source and may include the following: Employment records/Employee references; criminal background records/information; criminal background check/fingerprint; driver's license check; automobile insurance check; Social Services central registry check; training/experience check; personal references and addresses.
- (e) As a condition of awarding a contract for the requested services that require the Contractor or his employees to have direct contact with students or perform any work on school property, the Contractor is required to provide certification to Gloucester County Public Schools that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child (§ 22.1-296.1, *Code of Virginia*).

- (f) The criminal history record information provided in accordance with this section shall be used solely to assess eligibility for employment as a Contractor's employee or volunteer service, and shall not be disseminated to any person not involved in the assessment process, unless required by law. If a Contractor's employee or volunteer is denied employment or service because of information appearing in his or her criminal record history, the County Administrator or designee shall notify the Contractor or volunteer that information from the Virginia Central Criminal Records Exchange or other appropriate qualified private source contributed to such denial.
13. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the Contractor's expense. Further, the Contractor acknowledges that it is their sole responsibility to safeguard all worksite materials from loss, theft or vandalism during the performance of the Contract.
14. **PERFORMANCE AND PAYMENT BONDS:** If requested, the successful Offeror shall provide the County with an executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the County of Gloucester as obligee. The surety shall be a company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by Central Purchasing. Standard bond forms will be provided by the County in the solicitation document or at the time of award.
15. **ALTERNATE FORMS OF SECURITY:** If approved by the County Attorney, an Offeror may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the solicitation, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.
16. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the *United States Code* (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the *United States Code*, then the Offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
17. **GRANTS:** If any resulting contract is issued under a State/Federal Government Grant or contract/subcontract, it shall be subject to the clauses and conditions of that grant or contract/subcontract and all applicable federal regulations.
18. **OWNERSHIP OF MATERIALS:** Ownership of all data, material and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and is subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protection of this section prior to the submission of the data or other materials to be protected and state the reasons why protection is necessary (§ 2.2-4342, *Code of Virginia*).
19. **STARTING AND PLACING EQUIPMENT IN OPERATION:** Contractor shall initially start up and place all equipment installed/provided into successful operation according to manufacturer's written instructions and as instructed by manufacturer's field representative. All items must be assembled and set in place, ready for use; all crating and other debris must be removed from the premises. Contractor shall provide all material, labor, tools, equipment and expendables as required. General Activities Include:
1. Cleaning,
 2. Removing temporary protective coatings,
 3. Flushing and replacing grease and lubricants, where required by manufacturer.

The County will provide sufficient personnel to assist Contractor in the initial start-up but the prime responsibility for proper mechanical operation will belong to the Contractor. Upon completion of successful start-up and placing of equipment in operation, the County will assume responsibility for operation of equipment.

20. **SUPREMACY CLAUSE:** Notwithstanding any provision in the Offeror's response to the contrary, the Offeror agrees that the terms and conditions contained in the County's solicitation shall prevail over contrary terms and/or conditions contained in the Offeror's response.
21. **SCHEDULING AND DELAYS:** The parties to a contract resulting from this RFP acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the County. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The County shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the County. If the County delays the project for any reason for a continuous period of ninety (90) days or more, the County and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount.
22. **CONTINUITY OF SERVICES:** The services rendered in the contract resulting from this RFP are vital to County and must be continued without interruption. At contract expiration, the Contractor shall provide best efforts and cooperation to facilitate an efficient and effective transition to a successor, whether County or other Contractor, at no additional cost to the County.

SECTION C INSURANCE REQUIREMENTS

INSURANCE: By signing and submitting a quotation under this solicitation, the Offeror certifies that if awarded the contract, it will have the following minimum insurance coverage(s) at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 2.2-4332 and § 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage(s) during the entire term of the contract and that all insurance coverage(s) will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Offeror shall provide a Certificate of Insurance naming the Gloucester County School Division as an Additional Insured for any work done on school property at the Offeror's expense. If requested, the Offeror shall provide a Certificate of Insurance naming Gloucester County as an Additional Insured for any work done on county property at the Offeror's expense. Note: Actual limits and aggregates may be increased or decreased for specific projects during negotiation, or as the Purchasing Agent assesses the amount of risk.

Minimum Insurance Coverage(s) and Limits required for most Contracts:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- b. Employer's Liability - \$100,000.
- c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Gloucester must be named as an additional insured and so endorsed on the policy.
- d. Automobile Liability - \$1,000,000 – per occurrence. (If motor vehicle is to be used in the contract.)
- e. Professional Liability/Errors and Omissions - \$500,000 – per occurrence. (If required by the contract or Purchasing Agent.)
- f. Construction – All Risk Builders Risk Property insurance on the completed value of all such work, with exclusions for design or defects removed by policy endorsement, if required by subsequent contract or Purchasing Agent.
- g. Garage-keeper's Liability, Product Liability and some complete operation coverage is required in "c" under Commercial General Liability when maintenance/service contracts are for vehicles

Contractor shall have ten (10) days from the date of the County's request to provide insurance certificates and endorsements. Failure to provide the certificates and endorsements within this timeframe may be cause for the County to rescind award of a contract and hold the original Bidder/Offeror liable for excess costs.

SECTION D SUBMISSION REQUIREMENTS AND EVALUATION

1. SUBMITTAL REQUIREMENTS:

To facilitate the analysis of proposals, Offerors are encouraged to prepare the proposal according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the County. Proposals should be bound in one volume with a desired limit of no more than ten (10) to twelve (12) pages, not including the RFP's cover sheet.

The proposal should be organized with tabs in the following order and minimally contain the following information:

- Proposal Form (The Proposal Form should act as the cover pages of the proposal.
- An executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
- A profile which includes company/firm history, ownership, products or services offered, qualifications, financial status, etc.
- A description of the Offeror's understanding of the requirements contained in the Statement of Needs.
- A list of specialty service areas, if any.
- The approach to be used, in detail, to meet the requirements identified in the Statement of Needs.
- Key personnel, including experience history, who will be assigned to work on the project/provide services. Identify all sub-consultants who will work on the project/provide services and define their roles.
- Successes on projects similar in size and scope.
- References for equivalent services (on attached reference form)
- Completed W-9

2. EVALUATION CRITERIA:

Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and any mandatory terms and conditions set forth within the solicitation document. The objective of the evaluation will be to recommend the firm(s) who is the most responsive to the expressed needs of the County. Proposals will be evaluated with the following criteria. The criteria are listed in the order of importance.

- Successful experience and capabilities of the firm providing the comparable services.
- Demonstrated understanding of the required work and approach to provide the services identified in this Request for Proposals.
- Experience and demonstrated knowledge of key personnel to be assigned to this project. Current workload of key personnel and the ability to respond in a timely manner.
- Completeness of Proposal.

3. EVALUATION OF PROPOSALS:

Proposals will be evaluated according to the established evaluation criteria. The County will initiate individual discussions with all Offerors deemed fully qualified, responsible and suitable on the basis of their proposals with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project or services as well as alternative concepts where applicable. Interviews/discussions may encompass nonbinding estimates of total project costs, including where appropriate, design, construction and life cycle costs. Methods to be utilized in arriving at price for services may also be discussed.

At the conclusion of discussions on the basis of evaluation criteria and all information developed in the selection process, the County will select in the order of preference two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract (or contracts in the case of multiple awards) can be negotiated at a fair and reasonable price.

Only proposals from responsible Offerors that are seen as reasonably susceptible of being selected for award, based on information contained in the proposal, will be evaluated by the County.

Should the County determine that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror if the County finds that such a selection is in the best interest of the County.

SECTION E STATEMENT OF NEEDS

- 1. PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit proposals to perform Industrial Hygiene Testing Services for Gloucester County and Gloucester County Public Schools.
- 2. STATEMENT OF NEEDS:** The Contractor shall provide all labor, supervision, tools, materials, equipment, technical expertise and all other related incidentals necessary to test various schools and county buildings for Industrial Hygiene Testing Services.

The Offeror shall minimally perform the following services:

GENERAL REQUIREMENTS

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

Project assignments will be on an as needed basis. The County reserves the right in each case to perform the work in-house or to award large projects on a separate competitive negotiation basis.

- B. A fee shall be negotiated for all work for each project, prior to assignment, by incorporating a maximum hourly fee charge. The total fee shall include all expenses for performing the necessary work, including professional charges and transportation ordinarily required to fulfill the contracted services.
- C. The successful vendor will provide all correspondence, specifications, etc. in Microsoft Excel or Word.
- D. The firm shall have a Certified Industrial Hygienist (CIH) on staff.
- E. The firm's laboratory shall be accredited through the National Institute of Standards and Technology (NIST) approved by NAVLAP for asbestos testing under the Asbestos Hazard Emergency Response Act (AHERA). Proof of certification and accreditation shall be included as part of the proposal.
- F. The firm shall comply with all federal, state, and local laws and industry standards regulating asbestos and environmental testing to include, but not limited to, the Environmental Protection Agency (EPA) and the Occupational Safety and Health Administration (OSHA).

SERVICES TO BE PERFORMED

- A. Provide Industrial Hygiene consulting services, on-site sampling, and laboratory analysis for substances including, but not limited to, asbestos, lead, radon, PCBs, and other hazardous materials in the following states:
 - a. Airborne: to include tests to determine Respirable Particulate (mass concentration-PM2.5 and PM-10). Total Volatile Organic Compounds (TVOCs), Formaldehyde (CH₂O), Positive and Negative Ions, and Ozone (O₃) while utilizing the County and Schools Ionization technology throughout their spaces.
 - b. Bulk building materials
 - c. Settled dust and other non-building materials
 - d. Soil and sediment
 - e. Water and other aqueous samples
- B. Provide laboratory analysis for samples obtained by Gloucester County/Gloucester County Public Schools (GC/GCPS). Some of these services may be needed within 24 hours of notification by GC/GCPS.
- C. Provide EPA / AHERA required three-year asbestos re-inspections for schools and support facilities.
- D. Provide asbestos abatement monitoring services and final air clearance testing, as required.
- E. Provide written documentation at the end of all testing and / or inspections.

Fees

Offeror must provide a fee schedule.

Offeror shall bill for costs in the approved fee schedule only unless a written request is provided by the County. Offeror shall not bill for travel time. This includes time spent traveling to work site, meetings, County offices or other matters. Offeror shall not bill for training or printing costs.



**ATTACHMENT A
PROPOSAL FORM**
(Completed Form shall be submitted as Proposal Cover Pages)

RFP Number:	RFP 22-013-CJ
Proposal Name:	Industrial Hygiene Testing Services
Due Date and Time:	August 13, 2021, at 4:00 p.m.

OFFEROR INFORMATION	
Firm/Company Name (Legal Name)	
Mailing Address	
Payment Address (if different from Mailing Address)	
Firm Telephone Number	(_____) _____ - _____
Employer Identification Number (EIN)	_____ - _____
Social Security Number (only if a EIN is NOT provided)	_____ - _____ - _____
Representative Name/Title	
Representative Telephone Number	
Representative Email Address	

1. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA- Required for Award

SCC Identification Number: _____

or

Firm/Company is not required to have/maintain registration because: _____

2. BUSINESS LICENSE

Business License Number: _____

Jurisdiction: _____

or

Firm/Company is not required to have/maintain business license because: _____

3. ADDENDA: Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request For Proposals:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

4. EXCEPTIONS:

Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:

- Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.
- Offeror takes exception to terms, conditions, requirements, or specifications stated herein Offeror must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted:

5. TRADE SECRETS / PROPRIETARY INFORMATION:

Trade Secrets or Proprietary information submitted by an Offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public after an award decision is made.

Please mark One:

- () **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

() **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary. Offerors are encouraged to provide a single redacted electronic copy of the proposal (i.e. CD or Thumb Drive) with the Original paper proposal if proprietary information is contained in the proposal.**

6. COOPERATIVE PURCHASING: Offeror will extend term, conditions and prices to other jurisdictions.

- a. Yes
- b. No

7. ANTI-COLLUSION CERTIFICATION

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

8. AUTHORIZATION

In accordance with the terms, conditions and specifications of this Request for Proposals, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid **for a period of 180 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals and is authorized to contract on behalf of firm named below.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This form must be signed. All signatures must be original and not photocopies)

ATTACHMENT B
REFERENCE PAGE
MUST BE FOR EQUIVALENT SERVICES
(Completed form shall be submitted with the Proposal)
Do Not Include the County of Gloucester as a Reference

OFFEROR NAME _____

Reference 1

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 2

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 3

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

**ATTACHMENT C
SAMPLE CONTRACT**



**GLOUCESTER COUNTY
STANDARD CONTRACT**

Solicitation No. _____

This Contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Gloucester County and Gloucester County Public Schools, hereinafter called the "County".

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES:

PERIOD OF PERFORMANCE:

COMPENSATION AND METHOD OF PAYMENT/INSURANCE: The Contractor shall be paid by the County as identified in Attachment B. Insurance shall be secured as outlined in Attachment C, before work is to begin.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract, the description or scope of work, any general conditions, special conditions, specifications, and other data contained that may be in solicitation No. _____ dated _____, together with all written modifications thereof and the bid submitted by the Contractor dated _____, all of which are incorporated herein by reference.

CONDITION OF CONTRACT: As a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons

who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

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 shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection.

This subsection shall not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when students health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will not have direct contact with students. *Code of Virginia* § 22.1-296.1

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED: During the performance of this contract, the contractor agrees as follows:

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

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for

employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

COMPLIANCE WITH STATE LAW REGARDING EMPLOYMENT OF ALIENS: The Contractor agrees that it does not and shall not during the performance of the contract for goods and services knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

GLOUCESTER COUNTY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

State Corporation Commission No. _____

Business License No. _____ Jurisdiction: _____

Approved as to form _____

County Attorney

Date

GLOUCESTER COUNTY

STANDARD CONTRACT

ATTACHMENT A: SCOPE OF WORK

SCOPE OF WORK

GLOUCESTER COUNTY
STANDARD CONTRACT
ATTACHMENT B: COMPENSATION

PRICE SCHEDULE

INSURANCE

Contractor certifies it will have the following insurance coverage:

The Contractor further certifies that the Contractor and any subcontractors will maintain insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverage(s) and Limits required for most Contracts:

- h. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the contract shall be in noncompliance with the contract.
- i. Employer's Liability - \$100,000.
- j. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Gloucester must be named as an additional insured and so endorsed on the policy.
- k. Automobile Liability - \$1,000,000 – per occurrence. (If motor vehicle is to be used in the contract.)
- l. Professional Liability/Errors and Omissions - \$500,000 – per occurrence. (If required by the contract or Purchasing Agent.)
- m. Construction – All Risk Builders Risk Property insurance on the completed value of all such work, with exclusions for design or defects removed by policy endorsement, if required by subsequent contract or Purchasing Agent.
- n. Garage-keeper's Liability, Product Liability and some complete operation coverage is required in "c" under Commercial General Liability when maintenance/service contracts are for vehicles