

**Architectural and Engineering Services
for the Renovation of A. S. Rhodes Elementary School**

Request for Proposal (RFP) and Contract

RFP Number: 2019-001

Warren County School Board, Front Royal, VA, is accepting proposals for ARCHITECTURAL AND ENGINEERING SERVICES FOR THE RENOVATION OF A. S. RHODES ELEMENTARY SCHOOL until 2:00 p.m. on October 31, 2018. Proposals will not be publicly opened. All proposals submitted after 2:00 p.m. will be returned to the sender. Proposals are to be submitted to: Warren County Public Schools, Attention: Melody Sheppard, Assistant Superintendent for Administration, 210 North Commerce Avenue, Front Royal, VA 22630. Proposals shall be labeled: ARCHITECTURAL AND ENGINEERING SERVICES FOR THE RENOVATION OF A. S. RHODES ELEMENTARY SCHOOL. **A mandatory pre-proposal conference will be held at A. S. Rhodes Elementary School, 224 West Strasburg Road, Front Royal, VA 22630, on Monday, October 15, 2018 at 4 p.m.**

The Warren County School Board (WCSB or Board) reserves the right to reject any and all proposals in whole or in part and to waive any informality in the request for proposal. It is the sole responsibility of the vendors to ensure that proposals are delivered to the Assistant Superintendent for Administration by the designated date and hour. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition.

If any prospective Offeror has questions about the specifications or other documents, terms, or conditions, the prospective Offeror shall contact Melody Sheppard, Assistant Superintendent for Administration, Warren County Public Schools at msheppard@wcps.k12.va.us or 540-635-2171, ext. 34236 no later than five (5) calendar days before the deadline for receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Warren County Public Schools.

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address of Firm:

_____ By: _____
(Signature in Ink)

_____ Name: _____
(Please Type or Print)

_____ ZIP _____ Email: _____

FEI/FIN _____ Phone Number: _____

Date: _____ Fax Number: _____

WCPS does not discriminate against faith-based organizations in accordance with Code of Virginia Section 2.2-4343.1.

In accordance with federal law, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

General Terms and Conditions

Qualification of Offerors: The Board may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to the Board all such information and data for this purpose as may be requested. The Board reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Board further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Board that such Offeror is properly qualified to carry out the obligation of the contract and to complete the work/furnish the item(s) contemplated therein.

Additional Information: The Board reserves the right to ask any Offeror to submit information to clarify the proposal or which the Board deems desirable.

Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Board. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Contract Administrator will schedule the time and location of such presentation.

Right to Reject: The Board reserves the right to reject any and all proposals (or any part thereof) and to waive any informalities or irregularities when the Board, in its sole discretion, deems it in the best interests of Warren County Public Schools.

Award of Contract: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors identified below. Negotiations shall be conducted with the Offeror(s) selected. Costs shall be considered at the time for negotiation, but shall not be the sole determining factor in making a contract award. After negotiations have been conducted with each Offeror selected, the Board shall select the Offeror which in its opinion has made the best proposal and shall award the contract to the Offeror.

The Board reserves the right to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Board and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (See § 2.2-4359D, Code of Virginia). The award will be made as determined by the proposal evaluation factors utilizing competitive negotiations as is authorized by the Virginia Public Procurement Act.

Should the Board determine in writing that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

Protest of Award or Decision to Award: Any Offeror may protest the award or decision to award a contract by submitting a protest in writing to the division superintendent no later than ten (10) days after the Notice of Award or the Notice of Intent to Award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Assistant Superintendent for Administration shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken.

- a.) If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The division superintendent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract

was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the Board. Where the award has been made and performance has begun, the Assistant Superintendent for Administration may declare the contract void upon a finding that this action is in the best interest of the Board. Where a contract is declared void, the performing Vendor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Vendor be entitled to lost profits.

- b.) Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- c.) An award need not be delayed for the period allowed an Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.

Proprietary Information: Section 2.2-4342(F) of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of Section 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (Section 2.2-3700 et seq.); however, the bidder, Offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

Quantities: The scope of work listed is an estimate of anticipated need. The Board reserves the option to increase or decrease the scope of work based on actual need or availability of funds.

Inspection of Site: At the time of the opening of proposals, each Offeror will be presumed to have inspected the sites and to have read and be thoroughly familiar with the specifications and proposal documents. The failure or omission of any Offeror to receive or examine any form, instrument or document shall in no way relieve any Offeror from any obligation in respect to his proposal.

Specific Instructions

1. General Purpose

The purpose of this RFP is to solicit proposals for the purposes of entering into a contract through competitive negotiations for the professional services of an Architectural/Engineering firm, authorized to do business in the Commonwealth of Virginia, with experience in the design of and/or renovation of public schools or other similar facilities. The successful firm will demonstrate proven management skills and technical competence including specialized experience in renovations in order to:

- Conduct a thorough facility assessment and produce detailed engineering designs, construction drawings and specifications;
- Obtain the necessary site plan approvals, and permit approvals, and
- Provide construction bidding, construction administration, and building commissioning assistance.

2. Background

A.S. Rhodes Elementary School serves approximately 275 students in grades kindergarten through fifth grade. The school is located at 224 West Strasburg Road, Front Royal, VA 22630. A.S. Rhodes Elementary School was built in 1936 and additional rooms were added in 1951. The school is approximately 23,000 sq. ft. which excludes the 5,000 sq. ft. multipurpose building. Site size is 8.7 acres.

3. Period of Contract

The contract period shall begin upon the signing of a contract by both parties and continue through December 30, 2021, or until the completion of the renovation of A. S. Rhodes Elementary School.

4. Scope of Services

This requirement establishes the minimum scope of services. The selected architectural and engineering firm(s) will provide services related to the design and engineering of the renovation of A. S. Rhodes Elementary School. Services may include, but not be limited to:

- 4.1 All work performed under the resultant contract shall be done under the supervision of a Professional Architect/Engineer, as appropriate, registered to practice in the Commonwealth of Virginia. If the successful Offeror is a corporation, the corporation must be registered to do business in the Commonwealth of Virginia. The Firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract.
- 4.2 There will be a mandatory walk-through at A. S. Rhodes Elementary School, 224 West Strasburg Road, Front Royal, VA 22630 on Monday, October 15, 2018 at 4 p.m. Information about the walk-through can be obtained by contacting Melody A. Sheppard, Assistant Superintendent for Administration, Warren County Public Schools, at 540-635-2171 x 34236.
- 4.3 The scope of services for projects assigned under this and any resulting contract(s) will vary according to the needs of the Warren County School Board. Services to be provided pursuant to this solicitation are generally described as, but not limited to, schematic design services, design

development services, construction document services, specification development, value engineering decisions prior to construction bidding, bidding and negotiations services, construction administration services, project budgeting services, post-construction services and other supplemental services as referenced in AIA Document B101-2017.

4.4 The architect will prepare and administer construction contracts related to the projects as indicated in the AIA document, and will be responsible for meeting county, state, and/or federal regulations and laws in preparation of plans and specifications.

4.5 Generally, the renovation project for this RFP consists of but is not limited to:

- A. Replacement of the roof to accommodate heating, ventilation, and cooling equipment
- B. Replacement of the current heating and cooling system with a centralized system
- C. Removal of current heating system
- D. Updating of electrical and mechanical systems
- E. Explore and recommend alternative energy sources and/or be willing to work with other contracted services to implement alternative energy
- F. Replacement of flooring
- G. Replacement of ceiling
- H. Replacement of windows
- I. Replacement of exterior doors
- J. Replacement of technology infrastructure

4.6 The contract format will be AIA Document B101-2017 with supplementary conditions.

5. Proposal, Preparation and Submission Requirements

5.1 General Requirements

- A. RFP Response: In order to be considered for selection, Firms must submit a complete response to this RFP. One (1) original and eight (8) copies of each proposal shall be submitted to WCPS as indicated on the cover sheet. Proposal is to be submitted in a sealed envelope marked “ARCHITECTURAL AND ENGINEERING SERVICES FOR THE RENOVATION OF A. S. RHODES ELEMENTARY SCHOOL.”
- B. Proposal Preparation
 - 1) Proposals shall be signed by an authorized representative of the Firm. All information requested must be submitted.
 - 2) Proposals should be straightforward, with a concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - 3) Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - 4) Ownership of all data, materials and documentation originated and prepared for the WCSB pursuant to the RFP shall belong exclusively to WCSB and be subject to 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 protection of Section 2.2-4342 of the Virginia Public Procurement Act prior to or upon submission of the data or other materials to be protected and state the reasons why protection is necessary. Specific areas of an Offeror's proposal that are deemed by the Offeror to be proprietary should be clearly marked to avoid disclosure.

- 5) Information thought to be relevant, but not specifically applicable to the scope of the work, may be provided as an appendix to the proposal. If publications are supplied, the responses should include references to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.
- C. Oral Presentation – Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the WCSB. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Contract Administrator will schedule the time and location of these presentations. Oral presentations are an option of WCSB and may or may not be conducted.

5.2 Specific Requirements: Proposals should be as thorough and detailed as possible so that WCSB staff may properly evaluate the firm's capabilities to provide the required services. Firms are required to submit the following items as a complete proposal:

- A. A letter (a) outlining the single, primary reason why your firm should be selected for this project, (b) stating that the firm agrees, if selected, to provide all A/E services with respect to the project that are identified in the RFP or during the selection process, the contract negotiation phase, or any written communication prior to executing the contract, and (c) signed by an individual with the capacity to contract for the firm and who will serve as a point of contact should the firm be selected;
- B. A company profile that includes a brief history of the firm, a list of shareholders and officers, a legal organizational form, a list of places of business, the number of full time employees by discipline, the current gross fee volume of all contracts, and the gross fee volume for each of the past three years;
- C. A design team profile that includes a team organizational chart showing specific responsibilities of all proposed members and the resumes for all key persons including two references each and indicating the person responsible for project design (and clearly indicating the firm of record) and providing a scope of work agreement demonstrating responsibilities between associated architectural design firms, if any, as well as those disciplines that will be subcontracted to others;
- D. A listing of project consultants that includes the names and addresses of all consulting firms or individuals (including civil, mechanical, plumbing, electrical, and structural) as well as any additional specialty consultants you may use;
- E. A listing of school design experience that may include elementary renovation design projects for which your firm was the architect of record with detailed project descriptions to include (a) project name, (b) client's phone number, (c) total gsf, (d) bid versus estimate data, (f) percentage of change orders, (g) elapsed time start to occupancy, (h) cost of construction and (i) design description;
- F. A listing of references that includes name, title, address, phone number, and email

- address, of eight individuals currently employed by your previous school clients who have personal knowledge of your firm's performance on projects for that school division;
- G. A description of project approach that includes a brief discussion of your design philosophy to include discussion of five contemporary issues in school renovations, and a discussion (to include your track record) of your ability and capacity to bring the final school project in on time and within budget;
 - H. A statement of liability claims and insurance that includes a copy of your Certificate of Insurance Coverage, along with a description of the disposition of any liability claims over the past 10 years; and
 - I. A summary that includes five primary reasons why you feel your firm should be selected to provide these services and any other information you wish to share with the selection committee related to your ability to perform the requested services;
 - J. The return of cover sheet of the RFP signed and filled out as required; and
 - K. The completed Contractor Data Sheet, (Attachment A), the firm's years in business, distance from project, and a minimum of three (3) references from school systems of the same size and similar scope (preferably renovation projects for whom the company has provided architectural and engineering services within the last five (5) years. Include the date(s) when service was performed, the business name, address, and name and telephone number of the contract administrator.

6. Time Frame and Schedule of Events

- 6.1 Solicitation Issue Date: October 3, 2018
- 6.2 Mandatory Pre-Proposal Conference: October 15, 2018
- 6.3 Proposals Due: October 31, 2018

7. Evaluation and Award Criteria

Proposals shall be evaluated based on the criteria listed hereunder. Information and/or factors gathered during interviews, discussions, and/or negotiations shall also be utilized in the final selection decision.

- 7.1 Expertise, experience, and qualifications of the firm and personnel in each discipline that may provide services relevant to the project;
- 7.2 Special expertise, experience and qualifications of proposed consultants to provide services;
- 7.3 Firm's capacity to complete the project in a timely manner so that Warren County Public Schools and/or its representatives can have at least a monthly accounting of all financial commitments to the architects and the general contractor that extend beyond the original contracted cost of the project;
- 7.4 Expertise and experience of the firm in providing services on other educational projects similar in size, scope, and features;
- 7.5 Firm's recent experience/history on construction administration;

- 7.6 Firm's overall suitability to provide the services for the project within the time, budget, schedule and operational constraints that may present, and the comments of the firm's previous clients, references, and others.
- 7.7 Firm's level of commitment to provide a qualified staff member who will chair twice monthly meetings of a construction committee, the members of which shall include but not be limited to representatives of the general contractor, the board's Clerk of the Works, and other Warren County Public Schools staff members.
- 7.8 The character, integrity, reliability, reputation, judgment, experience, and efficiency of the firm.
- 7.9 The number and scope of conditions attached to the proposal.
- 7.10 Evaluation Criteria Assigned Weights:
 - A. Experience/Qualifications/Ability to Perform – 30%
 - B. Interview/Presentation – 30%
 - C. Experience with similar type of work – 20%
 - D. Favorable References – 20%

The Offerors who appear most capable of providing a service that can best satisfy Warren County Public Schools' needs, based on the scoring rubric described above (A) – (D), will be selected as finalists for further evaluation. There is no specified number of finalists that may be selected. Finalists may be required to further elaborate upon their RFP response submission. Upon the completion of interviews by selected finalists, the Board evaluation committee will score proposals on the criteria (A) – (D).

8. Contract Award

The Board intends to enter a contract for the services solicited under this RFP with a competent, responsive, responsible firm after using the competitive negotiation procedures as authorized by the Virginia Public Procurement Act, specifically including Virginia Code Sections 2.2-4301 and 2.2-4303. The form of the Contract shall be the AIA B101-2017 with supplemental conditions, which shall include the attached Standard Terms and Conditions.

Please Note: Firms that are considering submitting a proposal should not make contact with members of the Warren County School Board or members of the Warren County Board of Supervisors.

STANDARD TERMS AND CONDITIONS

1. General Provisions

Unless otherwise agreed to in a writing signed by the division superintendent for Warren County Public Schools, and approved as to form by the attorney for Warren County Public Schools, these Standard Terms and Conditions apply to and govern all purchases, regardless of the type of goods or services purchased, between the School Board for the County of Warren, Virginia (the “Board”) and the “Vendor.”

2. Definitions

- 2.1 “Solicitation” means the vehicle by which the Board solicited pricing, and if applicable other terms, by which it could acquire goods or services from Vendor, regardless whether the vehicle was an Invitation for Bids, Request for Proposals, Request for Quotes, telephone quotes or any other means permissible under the Warren County Code, Board policy, or Virginia law.
- 2.2 “Contract Documents” means all documents that constitute any legal and binding agreement between the Vendor/Offeror and the Board, including these Standard Terms and Conditions.
- 2.3 “Contract Period” means the time period from the time that Vendor first becomes legally bound to provide goods or services to the Board in response to a Solicitation until all of Vendor’s contractual obligations to the Board, arising out the Solicitation, cease. Interested parties should understand that actual construction will depend on the availability of finances for the project.
- 2.4 “Obligations” means any and all legal obligations of Vendor under any Contract Documents.

3. Laws of the Commonwealth

- 3.1 The Contract Documents shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia and the Warren County Code. Vendor represents and warrants to the Board that:
 - A. During the Contract Period, it will comply and conform with the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
 - B. It does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in, or otherwise violate the provisions of, the Immigration Reform and Control Act of 1986; and,
 - C. Will comply with all federal, state and local laws and regulations applicable to the performance of the services procured.

4. Warren County Public Schools Policies

- 4.1 In every contract of over \$10,000, the Vendor agrees during the Contract Period that Vendor:
- 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.
 - D. 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.
- 4.2 In every contract of over \$10,000, the Vendor agrees during the Contract Period the Vendor shall:
- A. Provide a drug-free workplace for its employees;
 - B. 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 its workplace and specify the actions which will be taken against any employee for a violation;
 - C. State in all of its solicitations or advertisements for employees that the Vendor maintains a drug-free workplace; and
 - D. Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or subvendor.
 - E. For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor under a Solicitation and in accordance with the Virginia Public Procurement Act and/or the Warren County Code.
 - F. In addition to the provisions contained in sub-paragraph C pertaining to drug-free workplaces, the Vendor shall comply with the federal Drug Free Workplace Act.
- 4.3 Pursuant to Section 2.2-4343.1 of the Code of Virginia and applicable Board policy, in all Solicitations, contracts, and purchase orders, the Board does not discriminate against faith-based organizations.
- A. "Faith-based Organization" means a religious organization that is or applies to be a Vendor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

- B. If Vendor is a faith-based organization, then Vendor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice in bold-face type:

NOTICE

Neither the Board's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form.

- 4.4 Pursuant to Section 2.2-4311.2 of the Code of Virginia, if Vendor/Offeror is authorized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Vendor/Offeror 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.

5. Certifications

- 5.1 The Vendor certifies that Vendor's response to the Solicitation:
- A. Has been prepared without prior participation, understanding, agreement, or connection with any corporation, firm or other person that is also submitting a bid/offer in response to the same Solicitation;
 - B. Is in all respects fair, without misrepresentations of fact, and free from collusion or fraud;
 - C. Is in full compliance with the Virginia Conflicts of Interest Act;
 - D. Is or is intended to be competitive and free from any collusion with any person, firm or corporation; and,
 - E. Has been prepared without the benefit of being provided information not available to the general public, or other potential bidders, such as insider information known to Board employees or other sources which may have gained such information from interaction with Board employees;
- 5.2 The Vendor has not offered or received any kickback from any other bidder or vendor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontract, or 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, services or anything of value in return for an agreement not to compete on a public contract;
- 5.3 The Vendor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to

the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of his bid proposal is to be performed;

- 5.4 The Vendor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
- 5.5 Neither Vendor, Vendor's subcontractors, nor any person acting on Vendor's behalf, have conferred, or will confer, on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

6. Warranties

- 6.1 The Vendor represents and warrants that it has the requisite experience, skills, capabilities, and manpower to perform the Obligations in a good and workmanlike fashion, that it is a legal business entity chartered or authorized to do business in Virginia having all necessary licenses required by law, that the person signing any of the Contract Documents has been fully authorized to do so, and his signature will legally bind the Vendor to perform its Obligations. Any goods or services furnished by the Vendor under the Contract Documents shall be covered by the most favorable warranties provided by the Vendor to any customer.
- 6.2 Vendor warrants to the Board that all materials and equipment furnished shall be new, unless otherwise specified, and that Vendor's Work shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to, and not in limitation of, any other warranty or remedy required by law or by the Contract Documents. If the Contract does not state a specific warranty period, the Vendor warrants Vendor's Work for a period of two (2) years from the date of Substantial Completion of the entire Project. In no event shall Vendor's warranty period be less than or terminate earlier than any warranty provision specified in the Contract.
- 6.3 The Vendor agrees that if warranties set forth in the Contract Documents are in any respect breached, the Vendor will pay to the Board the full contract price agreed to by the Board to be paid for the supplies, materials, equipment or services furnished under the bid or proposal. These rights and remedies are in addition to and do not limit those rights and remedies otherwise available to the Board.

7. Modifications, Additions or Changes

- 7.1 Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the Board. The amount of any contract may not be increased for any purpose without adequate consideration provided to the Board. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the division superintendent:

- A. The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.
- B. The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
- C. The written modification shall direct the Vendor to proceed with the work and to keep, and present in such form as the Board may direct, a correct account of the cost of the change together with all vouchers therefore. The cost may include an allowance for overhead and profit to be mutually agreed upon by the Board and the Vendor.

8. Procurement Code

Solicitations are subject the Warren County Code and any revisions, thereto, applicable law and applicable Board policy, which are hereby incorporated into this contract in their entirety. ANY SOLICITATION OR CONTRACT DOCUMENTS THAT ARE ISSUED, REQUESTED OR EXECUTED IN VIOLATION OF WARREN COUNTY CODE, BOARD POLICY, OR VIRGINIA LAW ARE VOID AB INTIO, AND OF NO EFFECT, REGARDLESS OF WHETHER ANY PURCHASE HAS BEEN MADE UNDER THE CONTRACT DOCUMENTS AND IRRESPECTIVE OF THE AMOUNT OR LENGTH OF VENDOR'S PERFORMANCE UNDER THE CONTRACT DOCUMENTS. A current copy of the Warren County Code is available at www.warrencountyva.net or available for viewing at the Warren County administration building during normal business hours.

9. Bid/Proposal Acceptance Period

Any bid/proposal in response to a Solicitation shall be valid for 90 days. At the end of the 90 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the Solicitation is cancelled.

10. Indemnification

The Vendor agrees to indemnify, defend and hold harmless the Board and 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 (i) the use of any materials, goods, or equipment of any kind or nature furnished by the Vendor (ii) any services of any kind or nature provided by the Vendor or (iii) Vendor's performance of its Obligations, provided that such liability is not attributable to the sole negligence on the part of the Board.

11. Assignment

Neither the Obligations nor the Contract Documents may be assigned, sublet, or transferred, in whole or in part, without the written consent of the Board.

12. Audit

The Vendor hereby agrees to retain all books, records, and other documents relative to Vendor's Obligations and the Contract Documents for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The Board and its authorized agents, state auditors, the grantor of the funds to the Board, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any such books, documents, papers and records of the Vendor for the purpose of making audits, examinations, excerpts or transcriptions.

13. Ownership of Documents

Any reports, studies, photographs, negatives, or other documents prepared by Vendor in the performance of its Obligations shall be remitted to the Board by the Vendor, without demand therefore, upon the earliest of (i) completion of its Obligations (ii) completion of the Contract Period or (iii) termination, cancellation or expiration of the Contract Documents. Vendor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the Obligations without the prior written consent of the Board. The Board shall own the intellectual property rights to all materials produced under this Agreement.

14. Payment and Performance Bond

If Vendor's Obligations include construction, the amount of which exceeds \$100,000, the Vendor shall furnish to the Board the bonds required under Warren County Code and applicable Board policy, and shall otherwise fully comply with the requirements of such sections of the Code and policy. The Board reserves the right to require payment and/or performance bonds in the amount of the Obligations for any other projects, goods or services, whether or not required by such sections of the Code or policy.

15. Required Payment

15.1 The Vendor covenants and agrees that it shall take one of the two following actions within seven (7) days after receipt of any amounts paid to the Vendor by the Board for work performed by a subcontractor under the Agreement:

- A. pay any subcontractor for its proportionate share of the total payment received from the Board attributable to the work under the Agreement performed by such subcontractor, or
- B. notify the Board and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefore.

15.2 Vendor agrees to provide its federal employer identification number or social security number, as applicable, as a condition precedent to the Board being required to make any payment to the Vendor under the Contract Documents.

15.3 Vendor agrees to pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Vendor on all amounts owed by the Vendor that remain unpaid after seven (7) days following receipt by the Vendor of payment from the Board for work performed by the subcontractor in furtherance of Vendor meeting its Obligations to the Board, except for amounts withheld pursuant to subparagraph 15.1(B) above.

- 15.4 Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
- 15.5 Vendor agrees to include in its contracts with any and all subcontractors the requirements of 15.1(A) and 15.1(B) above and a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 15.6 Vendor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause above shall not be construed to be an obligation of the Board. No contract modification shall be made for the purpose of providing reimbursement for the interest charge. Any cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

16. Liability Coverage

Unless otherwise expressly excepted in the Solicitation documents prepared by the Board, the Vendor shall take out and maintain during the Contract Period such bodily injury, liability and property damage liability insurance as shall protect it and the Board from claims for damages for personal injury, including death, as well as from claims for property damage, which could arise from Vendor's performance of its Obligations. Such insurance shall at least have the coverages and be in the amounts set forth in section 19 "Insurance and Bond Requirements" set forth below and shall name the "County School Board of Warren County, Virginia" and, where applicable, "Board of Supervisors of Warren County, Virginia" and the "County of Warren, Virginia" as additional insureds. Such insurance must be issued by a company admitted to do business within the Commonwealth of Virginia and with at least an AM Best rating of A-. Within 10 days after Vendor is awarded a contract in response to a Solicitation, and in no event later than the first day on which Vendor provides goods or services to the Board, the Vendor shall provide the Board with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the Board at least 30 days' notice prior to cancellation other termination of such insurance.

17. Loss or Damage in Transit

Delivery by a Vendor to a common carrier does not constitute delivery to the Board. Any claim for loss or damage incurred during delivery shall be between the Vendor and the carrier. The Board accepts title only when goods are received regardless of the F.O.B. point noted in the Solicitation or the Contract Documents. The receiving agency will note all apparent damages in transit on the freight bill and notify the Vendor. Discovery of concealed damages or loss will be reported by the receiving agency to the carrier and the Vendor within 15 days of receipt and prior to removal from the point of delivery if possible. The Vendor shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract Documents. It shall be the Vendor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the agency, the Vendor may deduct the amount of damage or loss from his or her invoice to the agency in lieu of replacement.

18. Freight

By signing any response to a Solicitation the bidder certifies that the bid price(s) offered for F.O.B. destination include only the actual freight charges at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Freight charges are, therefore, established for each individual

purchase. If a requirement is bid F.O.B. origin, the Vendor shall prepay the charges and add the amount to the invoice. A copy of the freight bill should be attached to all invoices that include freight charges. In a solicitation specifying F.O.B. origin the Board will consider freight cost in the evaluation of bids.

19. Insurance and Bond Requirements

19.1 The Vendor shall maintain the following insurance to protect it from claims that could arise from performance of the Obligations, including claims (i) under the Workmen's Compensation Act (ii) for personal injury, including death, and (iii) for damage to property, regardless of whether such claims arise out of Vendor's actions or inactions, or those of Vendor's subcontractor or other persons directly or indirectly employed by either of them:

- A. Workers' Compensation and Employer's Liability. Vendor shall procure and maintain Workers' Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting Vendor's Obligations are to be performed. Such insurance shall not have a limit of liability less than current statutory requirements.
- B. Commercial General Liability Insurance. This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property damage, independent Vendor, and personal injury insurance in support of section 10 of this Agreement entitled "Indemnification". This policy shall be endorsed to include the Board as an additional insured during the Contract Period and shall state that this insurance is primary insurance as regards any other insurance carried by the Board. Vendor shall procure and maintain Public Liability Insurance in an amount not less than:
 - a) \$1,000,000 for each occurrence involving bodily injury;
 - b) \$1,000,000 for each occurrence involving property damage;
 - c) \$2,000,000 aggregate limits.
- C. Comprehensive Automobile Liability. Vendor shall procure and maintain Comprehensive Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the Vendor, with the following limits:
 - a) \$1,000,000 for each occurrence involving personal injury;
 - b) \$1,000,000 for each occurrence involving property damage;
 - c) \$2,000,000 aggregate limits.
- D. The Vendor shall purchase and maintain insurance coverage in a sufficient amount to cover all potential claims on his tools, equipment and machinery.

19.2 The Board reserves the right to require insurance of any Vendor in greater amounts provided notice of such requirements is stated in the solicitation.

19.3 All insurance policies required under this paragraph, or otherwise required by the Solicitation or Contract Documents, shall include a clause waiving any and all subrogation rights against the Board.

19.4 Insurance policies shall provide for notification to the Board of non-payment of any premium and shall give the Board the right to make the premium payment thereunder within a reasonable time,

if the insurance policy is in danger of lapsing during the Contract Period. Any premium payments made by the Board shall be deducted from amounts due Vendor under the Contract.

20. Compliance with Laws

All work performed shall be in accordance with all local, Virginia and federal codes, laws and regulations, including but not limited to: Virginia Conflict of Interest Act, Virginia Fair Employment Contracting Act, Virginia Freedom of Information Act, Virginia Prompt Payment Act, the Virginia Public Procurement Act, Board policies, and the Warren County Code.

21. No Waiver

Any failure of the Board to demand rigid adherence to one or more of the terms of the Contract Documents, on one or more occasions, shall not be construed as a waiver nor deprive the Board of the right to insist upon strict compliance with the terms of the Contract Documents. Moreover, it is the Board's position and Vendor hereby agrees that the legal theories of Implied Waiver, Statute of Limitation, Estoppel, and Laches do not apply as defenses that the Vendor may assert in any action by the Board. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

22. Termination and Cancellation

22.1 The Board shall have the unilateral right to terminate any contract with Vendor for default on the terms of that contract, or any other contract between the Vendor and the Board.

22.2 The Board has the unilateral right to cancel and terminate any contract with Vendor, in whole or in part, without penalty, merely out of convenience, and shall require no breach of contract by Vendor as a condition of termination. This right of termination for convenience may be exercised at the sole unconditional discretion of the Board. If a contract is terminated in whole or in part for the convenience of the Board, the Vendor shall be paid the contracted price for the service or goods actually provided or rendered up to the date of the termination of the respective contract, but shall not be paid any other fees or lost profits.

22.3 Any contract cancellation notice shall not relieve the Vendor of the obligation to perform on all outstanding orders issued prior to the effective date of cancellation.

23. Availability of Funds

It is understood and agreed between the parties herein that the Board shall be bound hereunder only to the extent of the funds available and duly appropriated or which may hereafter become available and duly appropriated for the purpose of fulfilling the Board's obligations with respect to the Contract Documents.

24. Billing, Method of Payment and Offset Rights

24.1 Billing shall be done monthly based on the contracted rate bid by the Vendor and submitted to the Warren County Public Schools Finance Department. The Board will remit payment within 45

days of receipt of a correct invoice. Incorrect invoices shall be subject to correction and/or rejection by the Warren County Public Schools Finance Department.

24.2 Vendor agrees that the Board has the unilateral right to offset any bill submitted to Board by Vendor, or any payment owed to Vendor by the Board, by any amount due to the Board from Vendor pursuant to the Contract Documents, or any other agreement, contract or transaction between Board and Vendor.

25. Tax Exemption

The School Board of Warren County Public Schools, as a political subdivision of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. The price bid must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, Vendor may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the Board. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the Board at their place of business, they may charge and collect their own local/state sales tax.

26. Work Site Damages

Any damages, including damage to finished surfaces, resulting from Vendor's performance of its Obligations shall be repaired to the satisfaction of the Board at the Vendor's expense.

27. Choice of Law

To ensure uniformity of the enforcement of the Contract Documents, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and of Warren County without regard to their principles of conflicts of law.

28. Forum Selection

The parties hereby submit to the personal jurisdiction of, and venue in, the General District or Circuit Court of Warren County, Virginia for resolution of any and all claims, causes of action or disputes between Vendor and the Board. Vendor agrees that service by registered mail to the address set forth in Paragraph 31.1 of these Standard Terms and Conditions shall constitute sufficient service of process for any such action.

29. Severability

If any provision of any one, or all of the Contract Documents is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reason, such provision shall be fully severable and the remainder of the Contract Documents shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the Contract Documents, and the remaining provisions of the Contract Documents shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance.

30. Attorneys' Fees

Should the Board employ an attorney to (i) institute and maintain a suit against Vendor arising out of the Contract Documents or Vendor's Obligations, (ii) assist in enforcing or defending any of the Board's rights under the Contract Documents, (iii) protect the Board's interest in any matter arising under a contract with Vendor, (iv) collect damages for the breach of a contract or any other amounts owed to the Board, or (v) recover on a surety bond given by the Vendor, then the Board shall be entitled to recover its attorneys' fees, costs, charges, and expenses expended or incurred therein from the Vendor if the Board prevails in court.

31. Notices

31.1 All requests, notices and other communications required or permitted to be given under the Contract Documents shall be in writing. Delivery of a notice shall be deemed to have been made when such notice is either:

- A. duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect; or transmitted by hand delivery, telegram, telex, telecopy or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the Board shall be sent to:

L. Gregory Drescher
Superintendent of Schools
Warren County Public Schools
210 North Commerce Avenue
Front Royal, VA 22630-4419

With a copy to:
Bradford A. King, Esq.
Sands Anderson
P.O. Box 1998
Richmond, Va. 23218-1998

32. Contractual Claims Procedure

32.1 Any dispute concerning a question of fact including claims for money or other relief as a result of a contract with the Board, which is not disposed of by agreement shall be declared by the division superintendent or designee who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Vendor within ten (10) days. Contractual claims or disputes by Vendor against the Board, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Vendor shall give the Board written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Vendor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether

or not Vendor files such written notice, Vendor shall proceed with the work as directed. If Vendor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

- 32.2 The Board, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Vendor by written notice.
- 32.3 If the Vendor disagrees with the decision of the Board concerning any pending claim, the Vendor shall promptly notify the Board by written notice that the Vendor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Vendor to accept the decision of the Board or under a written notice of Vendor's intention to file a claim or a detailed claim not acted upon by the governing body of the Board, shall be specifically exempt by the Vendor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- 32.4 The Board's decision on contractual claims shall be final and conclusive unless the Vendor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate court.

33. Correction of Defective Work

Vendor shall promptly replace or correct any work or materials which Board rejects as failing to conform to the requirements of the Contract Documents. If Vendor does not do so within a reasonable time, Board shall have the right to replace or correct the defective work or materials and Vendor shall be liable to Board for the cost thereof. If, in the opinion of Board, it is not expedient to correct or replace all or any part of rejected work or materials, then Board, at its option, may deduct from the payment due, or to become due, to Vendor such amounts as, in Board's judgment, will represent the higher of: (i) the difference between the fair value of the rejected work and materials and the value thereof, if the work had complied with the Contract Documents; or (ii) the cost of correction.

34. No Crimes Against Children

- 34.1 Vendor acknowledges that the implementation of the Contract Documents requires Vendor, Vendor's employees or other persons that will provide services under this Contract to have direct contact with Warren County Public Schools students. Therefore, Vendor hereby certifies that neither Vendor, Vendor's employees nor any person that will provide services under the Contract Documents who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

- 34.2 Vendor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class I 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. Warren County Public Schools shall not be liable for materially false statements regarding the certifications required under the Contract Documents.
- 34.3 The Vendor shall execute and deliver to the Board upon execution of the Contract Documents the CERTIFICATION OF NO CRIMES AGAINST CHILDREN attached hereto as Exhibit 1.
- 34.4 Tobacco and Tobacco Products: The Warren County School Board has designated all of its buildings and grounds tobacco free areas. Smoking or use of a tobacco product is forbidden at all times.

35. Small and Minority Business Enterprises

- 35.1 It is the policy of the Board to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Vendor agrees to use their best effort to carry out this policy and ensure that Small and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. As used in this contract, the following definitions apply:
- A. “Small Business” means a business concern which, regardless of ownership or control, does not exceed fifty (50) employees; gross annual income does not exceed two (2) million dollars; is independently owned and operated (not subsidiary of another firm); and is not dominant in its field of operation.
- B. “Minority Business” means a business concern which is operated and controlled by a minority. The term “operated and controlled” shall mean that the managerial and official staff of the business concern is comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons or a corporation, partnership or sole proprietorship in which minority persons collectively own, operate, and control and share in earnings of fifty-one (51) percent or more of such an enterprise.
- C. “Minority Person” means Black, Hispanic, Asian or Pacific Islanders; American Indians or Alaskan Natives; and women regardless of race or ethnicity. Vendors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation. Where Federal grants or monies are involved, it is the policy of the Board through its agents and employees to comply with the requirements set forth- Standards Governing State and Local Grantee Procurement— of the U.S. Office of Management and Budget Circular No. A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments, they pertain to small and minority business utilization.

36. Virginia Freedom of Information Act

- 36.1 Except as provided herein, all proceedings, records, contracts and other public record relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
- A. Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
 - B. Any Offeror, upon request shall be afforded the opportunity to inspect proposal records within a reasonable time after the opening/receipt of all proposals, but prior to award, except in the event that the Board decides not to accept any of the proposals and to re-solicit. Otherwise proposal records shall be open to public inspection only after award of the contract. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - C. Trade secrets or proprietary information submitted by an Offeror or Vendor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror or Vendor must invoke the protection of this section in writing prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected, and stating the reasons why protection is necessary.
 - D. Nothing contained in this section shall be construed to require the Board to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the Board.

Exhibit 1

RFP Number: 2018-001

**Architectural and Engineering Services
for the Renovation of A. S. Rhodes Elementary School**

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Vendor acknowledges that the implementation of this Contract requires Vendor, Vendor's employees or other persons that will provide services under this Contract to have direct contact with Warren County Public Schools students. Therefore, Vendor hereby certifies that neither Vendor, Vendor's employees nor any person that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Vendor understands that, pursuant to Code of Virginia §22.1-296.1. making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class I 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. Warren County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

NO

YES (please explain) _____

Vendor

Date

By: _____

Print: _____

Title: _____

ATTACHMENT A

Contractor Data Sheet

1. Qualification of Offeror: The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. Years in Business: Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation: _____ years _____ months.
3. Distance from Project: Please indicate the distance of the Offeror's closest office from the project site: _____ miles.
4. References: Offerors shall provide a listing of a least three (3) references for which the company has provided specified good/services of the same or greater scope offered within the last five (5) years. Warren County Public School cannot be used as a reference.

(1) Firm Name: _____
Contact: _____
Mailing Address: _____
Phone: _____ Fax: _____

(2) Firm Name: _____
Contact: _____
Mailing Address: _____
Phone: _____ Fax: _____

(3) Firm Name: _____
Contact: _____
Mailing Address: _____
Phone: _____ Fax: _____

ATTACHMENT A
PAGE 2

We acknowledge receipt of the following Addenda and Bulletins (if any):

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

By submitting a proposal in response to this invitation, the Offeror represents that in the preparation and a submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Section 59.1-68 through 59.1-68.8 of the Code of Virginia.

The undersigned, having read and understood the general and special terms and conditions and specifications for the referenced invitation, agrees to furnish and perform such materials and labor to complete said project on the item numbers proposed on the attached sheet for the sum of money indicated.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Type or Print)

_____ ZIP _____ Email: _____

Date: _____ Phone Number: _____