

Amelia County Public Schools

RFP2121

REQUEST FOR PROPOSAL

ISSUE DATE: February 9, 2021 RFP #: 2121

TITLE: Architectural Services

DUE DATE/TIME: Sealed proposals must be received no earlier **8:00 a.m., February 19, 2021** and time stamped or signed in prior **to 2:00 p.m., March 2, 2021**. Offerors are responsible for ensuring that the Finance Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the division’s time clock. **Proposals received after the stated due date and time shall not be considered.**

A Pre-Proposal Conference will **NOT** be held for this procurement.

QUESTIONS: All questions/requests for information must be submitted in writing by email to Bo Lynch, Director of Operations, blynch@ameliaschools.com **Subject Line: RFP No. 2121** and to be assured consideration, must be received prior to **4:00 p.m., Feb 18, 2021**. After reviewing any questions/requests submitted, ACPS will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the ACPS.

PROPOSALS MAILED/HAND DELIVERED AND/OR EXPRESS COURIER SERVICES SHALL BE DELIVERED TO:

Amelia County Public Schools

Attn: Bo Lynch

RFP #2121

8701 Otterburn Rd

Amelia, VA 23002

Addendum No. ___ Date: _____ Addendum No. ___ Date: _____ Addendum No. ___ Date: _____

Information the Offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 2) of the proposal response. See Proposal Submission Requirements, Section 8.11 in this RFP for additional information.

Proprietary Information Enclosed: YES NO

All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 3) of the proposal response. See Proposal Submission Requirements Section 8.13 in this RFP for additional information.

Proposed Exceptions to the RFP: YES NO

Offeror Name: _____

REQUEST FOR PROPOSALS TITLE PAGE – TWO

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to ACPS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to ACPS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with ACPS. **My signature confirms that I have read and understand the General Terms and Conditions are a part of any negotiated contract.**

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

Under paragraph 18 of the General Terms and Conditions, the Offeror agrees, if this proposal is accepted by ACPS, for such services and/or items, that the Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by ACPS.

Offeror shall complete the following by checking the appropriate line that applies and provide the required information. Offerors failing to provide the required information indicated below will result in having their proposal not considered for evaluation.

- 1. Offeror is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Offeror’s current valid identification number issued by the SCC is _____. (The SCC number is NOT your federal tax identification number). –OR–
- 2. Offeror is a sole proprietor and no SCC number is required. –OR–
- 3. Offeror is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from the Offeror’s out-of-state location. **Offeror is required to include with this proposal documentation from their legal counsel which accurately and completely states why the Offeror is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. –OR–**
- 4. Offeror currently has pending before the SCC an application that was submitted prior to the due date and time of this solicitation for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals (ACPS reserves the right to determine in its sole discretion whether to allow such waiver.)

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: _____

Mailing Address: _____	Remittance Address (If Different): _____
_____	_____

Phone: _____	Fax: _____	Email Address: _____
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Contact Person: _____

Tax Identification (FIN/SSN#): _____

Typed/Printed Name: _____	Signature: _____
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(Person signing must be authorized to bind the Offeror Date: in contractual matters)

INCLUDE PAGES 1 AND 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE

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1. PURPOSE: The Purpose and Intent of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to establish a term contract based on hourly rates and negotiated reimbursable expenses through competitive negotiations for the acquisition of Architectural and Related Services for professional services on an “as needed” basis to Amelia County Public Schools, herein referred to as ACPS, in accordance with the Scope of Services, terms and conditions stated herein. Firms submitting a proposal shall have the “in-house” capability of performing these services

The services required by this RFP will enable ACPS to provide new school facilities and renovations to existing facilities. Proposed projects consist of known and anticipated requirements of the capital improvement program

These projects will be executed in accordance with local, county and state standards and requirements governing the design and development of public facilities. It is the intent of Amelia County Public Schools to make an award to multiple offerors and/or design teams. Services under the resultant contract(s) will be provided “as needed” for projects that may be located anywhere in Amelia County. The project fee of any single project shall not exceed \$150,000, and the sum of all projects performed in one-year contract term shall not exceed \$750,000 per § 2.2-4303.1 of the Code of Virginia.

Amelia County Public Schools reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of Amelia County Public Schools.

The successful firm will be expected to sign a contract with Amelia County Public Schools (AIA B101-2017 Standard Form of Agreement Between the Owner and Architect, as amended)

Contract Quantities. The potential assignments identified in this RFP are for information to the offeror and for proposal evaluation purposes only. They do not necessarily indicate the actual assignments that will be ordered since such tasks will depend upon requirements that develop during the contract period. Tasks or quantities shown shall not be construed to represent any amount which Amelia County Public Schools shall be obligated to purchase under the contract or relieve the successful offeror of his obligation to fill all orders placed by Amelia County Public Schools. **No proposal will be considered which stipulates that Amelia County Public Schools shall guarantee a minimum number of project assignments.**

Amelia County Public Schools also reserves the right to issue Purchase Orders, and to expand or otherwise modify existing Purchase Orders, to other Open-End consultants based on its sole discretion, in consideration of its knowledge and/or evaluation of each consultant’s qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of Amelia County Public Schools.

ACPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS IN ACCORDANCE WITH CODE OF VIRGINIA §2.2-4343.1 OR AGAINST AN OFFEROR BECAUSE OF RACE, RELIGION, COLOR, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN, AGE, DISABILITY, STATUS AS A SERVICE DISABLED VETERAN OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT IN THE PERFORMANCE OF ITS PROCUREMENT ACTIVITY.

2. BACKGROUND: Amelia County Public Schools is located in a central Virginia approximately fifty miles west of Richmond. ACPS has three schools (High, Middle, And Elementary), a bus garage and an admin building. We have an enrollment of around 1630.

3. CONTRACT ADMINISTRATOR/TECHNICAL POINTS OF CONTACT: The following employees of ACPS are identified to use all powers under the contract to enforce its faithful performance:

3.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Bo Lynch, Director of Operations, 804-561-2621, blynch@ameliaschools.com

3.2. TECHNICAL POINTS-OF-CONTACT: The following individuals, or their designee, shall work directly with the Contractor in scheduling, coordinating work, and providing general direction under the resulting contract:

Bo Lynch, Director of Operations, 804-561-2621, blynch@ameliaschools.com

4. **CONTRACT TERM & RENEWAL:**

4.1. The initial term of this contract shall be from **March 15, 2021 to March 15, 2022**, with the option to renew for four additional one-year periods, one year at a time, upon mutual written consent of the parties to the contract. **Proposed prices shall remain firm for the initial term of the contract.**

4.2. For future contract renewal periods, price increases shall not exceed the percentage increase/ decrease in **the Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t01.htm>), Urban Consumers (CPI-U), U. S. City Average, Services Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics.** The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.

4.2.1. At the time of the contract renewal, if costs to Amelia County Public Schools (ACPS) are restricted by the current percentage increase/decrease of the CPI-U for the latest twelve months, any unusual circumstances that could not have been foreseen by Contractor occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, the Contractor may request adjustments to the costs to ACPS beyond the current CPI-U cap to reflect the circumstances. The circumstances must be beyond the control of the Contractor and fully documented.

4.2.1.1. Documentation for pricing increases above the CPI-U cap must be provided as follows:

4.2.1.1.1. For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.

4.2.1.1.2. For services, the Contractor must provide documentation of the circumstances causing the increased costs, including substantial proof supporting the claims made, to warrant any price increases.

4.2.2. After reviewing the documentation provided, the Director of Operations, may accept the increased costs or refuse them if they are considered to be excessive.

4.2.2.1. If the Director of Operations does not accept the increased costs and ACPS originally awarded multiple contracts for these items/services, ACPS reserves the right to obtain prices for the affected items/services from the other vendors who were awarded a contract and, if the prices are considered to be fair and reasonable, award the items/services to the contractor(s) with the lowest price that meets the contract requirements.

4.2.2.2. Alternatively, at its own discretion, ACPS may revise the contract requirements and issue a new solicitation

5. SCOPE OF SERVICES: The Contractor shall provide "in-house" Architectural Services and be available for all phases of each project designated by ACPS and identified below. All work performed under the resultant contract(s) shall be done under the supervision of a Professional Architect or Engineer, as appropriate, registered to practice in the Commonwealth of Virginia. All documents and drawings as a result of this contract shall be exclusive property of ACPS.

5.1. All work necessary for the completion of the project shall be in accordance with the applicable provisions/requirements of all state, local and federal governments to include but not limited to Virginia Department of Education Design Guide, Virginia Uniform Statewide Building code (latest edition), including referenced International Building Code and all subsequent modifications and supplements, and the Americans with Disabilities Act.

5.2. Services to be performed as independent projects include but are not limited to:

5.2.1. Design services for new construction, alterations, renovation and small projects to include project evaluation, planning, handicapped accessibility, and engineering services (civil, structural, MEP, land surveying, etc.; this may occur as a subcontractor to complete requested project) incidental to the project.

5.2.2. Facilities requirements and utilization studies.

5.2.3. Feasibility studies for new and renovation projects.

5.2.4. Facility studies and audits to determine compliance with various federal, state and local regulations.

5.2.5. Preparation of reports, preliminary documents, working drawings, specifications, and construction estimates.

5.2.6. Additional Architectural Services as may be required.

5.3. All Phases for each project to be provided may include but not limited to the work outlined below.

5.3.1. Schematic Design Phase: The Contractor will work with ACPS to establish an architectural project scope as a result of input from the Facility Services Department. The Contractor will validate the budget and project schedule, and present the findings to Facilities Services for review and approval and/or direction.

5.3.2. Design Development Phase: Upon approval of the schematic design phase by ACPS, the Contractor shall prepare documents consisting of design development drawings and specifications. The Contractor shall actively assist ACPS with identification, submittal and approval of any documentation required for approval. Contractor shall submit to ACPS an updated itemized statement of probable construction cost and updated project schedule.

5.3.3. Construction Document Phase: The Contractor shall prepare working drawings and specifications for the solicitation of bids for the project. The Contractor shall actively assist ACPS with submittal and approval of any documentation required for approval and/or permitting by state and local government. The Contractor shall be responsible to insure the construction documents are in accordance with applicable codes. The Contractor shall submit to ACPS an updated, itemized statement of probable construction cost and updated project schedule.

5.3.4. Bid Phase: The Contractor shall assist in the bidding of the project for construction to include providing required documents for bidding, preparation and addenda, evaluations of bids and recommending contract award. The Contractor will provide for the distribution of bid documents for construction.

5.3.5. Construction Phase: The Contractor shall, upon ACPS' notice to proceed to the contractor, administer the contract for construction including, but not limited to, regular and special site visits, conduct progress meetings and preparation of the minutes, tracking and issuing project construction logs, certification of construction contract payments, evaluation and recommendation of proposals and request, shop drawing reviews and approvals, change order preparations and recommendations, punch list preparation and substantial completion certification, and other related

work. Additionally, will be responsible for the preparation of complete contract documents for all elements of the scope of work and for construction administration until successful completion and acceptance of the project by ACPS.

5.3.6. Post Construction Phase: The Contractor will advise ACPS, concerning warranties, correction of defective work, or equipment operations issues during the construction contract warranty period.

5.3.7. If engaged by ACPS, the Contractor shall cooperate and coordinate with ACPS commissioning consultant.

6. PROJECT ORDERS: ACPS reserves the right, at its sole discretion, to issue a separate RFP for similar work and other projects as the need may occur. ACPS also reserves the right, at its sole discretion, to issue purchase orders to any firm based on ACPS evaluation of each firm's qualifications as indicated below:

6.1. Availability of key personnel of the firm, based on current and past on-time performance for ACPS and the amount of similar work already assigned to the firm under this contract;

6.2. The cost negotiated for the work;

6.3. The qualifications and areas of expertise of the firm; The firm's distance to the project;

6.4. The performance record of the firm with the procuring department, and;

6.5. Such other reasonable factors as may be specified in writing at the time of the assignment.

6.6. Task Proposals/Response Time: ACPS will notify the applicable Contractor when work is required. The Contractor shall respond to ACPS within forty-eight (48) hours after notification. ACPS may request a meeting with the Contractor to discuss the proposed Scope of Work. Based upon the request and any subsequent meeting and/or negotiations, the Contractor shall prepare a written task proposal within five business days from ACPS task request to the appropriate Project Manager.

6.7. The Contractor's task proposal must include, but not limited to the following:

6.7.1. A detailed Scope of Work.

6.7.2. Key personnel assigned to the task.

6.7.3. Detailed total lump sum proposal based on hourly rates and reimbursable expenses to include but not limited to the following:

6.7.3.1. Estimated staffing by position title, estimated number of hours for each, billable rates, and total cost of task. Hourly rates shall include salary, benefits, profit, travel and all other expenses for overhead, insurance, phone, equipment, etc.

6.7.3.2. Identify subcontractors required for the task that are currently under contract with ACPS. Provide detailed information as indicated in Section 11.8 below. Contractor may propose additional subcontractor for disciplines not already identified in the contract. All subcontractors shall be approved by ACPS.

6.7.3.3. Reimbursable costs incurred with task; cost shall consist of non-employee cost such as postage, copying charges, etc. An administrative fee will not be allowed. ACPS will only pay for the actual invoice amount.

6.7.3.4. A list of material or information required from ACPS to complete the task order Scope of Services. The Contractor shall be responsible for obtaining information from ACPS at its own cost and expense for those items that are generally available to the public and are also essential for completion of the task.

6.7.3.5. Performance Period: Projected start date and completion date.

6.7.3.6. Contractor shall sign and date task proposal.

6.7.4. No compensation shall be paid to the Contractor for the preparation and delivery of task proposals. ACPS reserves the right to request from the Contractor additional information as deemed necessary prior to commencing with negotiations

7. PROPOSED SCHEDULE:

<u>Date</u>	<u>Schedule of Events</u>
February 9, 2021	Issue Request for Proposal
February 18, 2021	Questions/Inquiries Must Be Submitted By 4:00 PM
March 2, 2021	Proposals Due Prior to 2:00 PM
March 4, 2021	Discussions with Selected Offerors
March 8, 2021	Award Recommendation
March 8, 2021	School Board Approval

8. PROPOSAL SUBMISSION REQUIREMENTS: The Offeror must follow the instructions below for the proposal submission:

8.1. One (1) complete original proposal (hardcopy, marked as "Original").

8.2. One (1) copy of the complete original proposal (PDF format) on CD-ROM or Flash drive.

8.3. One (1) hard copy that reflects the removal of all proprietary items. Said copy shall be clearly marked as "REDACTED COPY."

8.4. One (1) "REDACTED COPY" (PDF format) on CD-ROM or Flash drive that reflects the removal of all proprietary items. Said PDF document shall be clearly marked as "REDACTED COPY."

8.5. Five (5) copies of the complete original proposal (hardcopy).

8.6. If there is no proprietary information in the proposal, Offeror must check on page one of the coversheets and the submission of "REDACTED COPIES" is not required.

8.7. Submit proposals in sealed envelopes or sealed boxes, and label as indicated below. Offerors are responsible for having their proposal stamped by Purchasing Office staff before the deadline for receipt of proposals. ACPS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, ACPS will notify the Offerors of the deficiency and request that the appropriate number of copies be delivered by the end of the next two business days. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for ACPS to reject such proposals. Electronic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

8.7.1. Identification of Proposal Envelope/Package: The signed proposal should be returned in a sealed envelope or package, sealed, addressed as directed on the Cover Page, and identified as follows:

From: _____	_____	_____
Name of Offeror	Due Date	Due Time
_____	_____	_____
Street or Box Number	RFP Number	RFP Title
_____	_____	_____
City	State, Zip Code	Name of Contract Administrator

8.8. Proposals having any erasures or corrections must be initialed by the Offeror in ink.

8.9. ACPS will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal.

8.10. Use of Information and Documents: ACPS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of ACPS. Following award ACPS may be required to allow inspection and copying of documents, and may also use the Offeror's documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold ACPS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror's response.

8.11. Submission of Proprietary Information: Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary or trade secret information (TAB 2); however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

8.12. Mandatory Provisions: **Mandatory provisions of this Request for Proposals is indicated by the inclusion of the words "shall" or "must" to identify the contractor's obligations.**

8.13. Submission of Proposed Exceptions: ACPS proposed contract documents and this Request for Proposal contain terms and conditions ACPS favors and intends to use for the resultant contract. **If the Offeror wishes ACPS to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal.** Any contractor receiving a contract award shall be required to execute a contract in substantial compliance with ACPS standard contract and will be required to furnish all other required contract documents including tax identification or social security number within ten (10) days after receipt of notification that the contract is ready for signature; otherwise, ACPS may award the contract to another Offeror. See Section 7.14, Format and Content of Proposal, for specific instructions regarding the submission and identification of proposed exceptions.

8.14. Submission Format and Content of Proposal: Offerors must follow the following format for proposal submission

8.14.1. Technical Proposal Requirements: Proposals should be as thorough and detailed as possible so that ACPS may properly evaluate the Offeror's capabilities to provide the required services. Proposals shall be submitted on 8½" x 11" paper, and prepared simply and concisely and submitted in **TABS AS OUTLINED BELOW**. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. **Each Offeror's proposal shall be tabbed and**

organized in the sequence indicated below (failure to do so will result in a lower evaluation of the proposal). SEPARATE PROPOSAL RESPONSE IS REQUIRED FOR EACH DISCIPLINE OFFERED.

8.14.2. Offerors must organize their proposals using the following TABBED-NAMED SECTION

format:

8.14.2.1. Title Sheet (TAB 1 Cover Sheet): Furnish the information requested on the **REQUEST FOR PROPOSAL'S TITLE PAGES (Pages 1 and 2)** of this solicitation and include it as the first two pages of your proposal. The name stated on the Title Sheet, page 2, must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided. Additionally, must provide all addenda, if any, signed and dated.

8.14.2.1.1. Offerors must specify on the introductory cover sheet if proposal contains trade secrets or proprietary information and if the proposal contains any exceptions to the content and requirements of the RFP.

8.14.2.2. Submission of Proprietary Information (TAB 2 Proprietary): Offerors shall submit any information, in this section, considered by the Offeror to be trade secrets or proprietary information shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.

8.14.2.3. Submission of Proposed Exceptions (TAB 3 Exceptions): Offerors wishing ACPS to consider any changes to these documents, such changes must be submitted in writing in this section, as part of the Offeror's proposal.

8.14.2.4. Discipline Expertise (TAB 4 Expertise): The Offeror must provide a written narrative statement for each discipline to demonstrate his/her understanding and ability and/or willingness to satisfy all specified requirements (large and small) of the Scope of Services in Section 5 of the RFP.

8.14.2.4.1. The Offeror and its consultants must demonstrate the ability to finish projects within specified times, within a specified fixed fee, within ACPS budget, with minimal claims and with minimal change orders other than those requested by ACPS.

8.14.2.5. Location (TAB 5 Location): Geographic location of the firm relative to Amelia County. The firm should include a street address of the office proposed to handle the work to include phone and facsimile numbers; and any other pertinent information relative to the size and organizational structure of the company.

8.14.2.6. Experience, public (TAB 6 Experience Local):

8.14.2.6.1. List and describe, (including cost information) a clear and concise illustration of public projects completed in the Richmond Metropolitan Area, to include ACPS, during the past three (3) years by your firm to include the name, address, phone number, e-mail of the owner's point of contact along with whether the project was completed on-time and within budget. The Offeror and its consultants must demonstrate their experience in project construction administration to include proposal evaluation, negotiations, problem resolution, team building, reporting, logs and CPM schedule analysis.

8.14.2.7. Experience, public (other) (TAB 7 Experience Other): List and describe (including cost information) a clear and concise illustration of other completed public projects not in the DC Metropolitan Area during the past three (3) years by your firm to include the name, address, phone number, e-mail of the owner's point of contact along with whether the project was completed on-time and within budget.

8.14.2.8. Organizational Chart (TAB 8 Chart): Provide your firm's organizational chart (block diagram) as it pertains to task order for ACPS. Team who will be providing services to ACPS.

8.14.2.9. Staff (principal) (TAB 9 Staff 1): Identification and statement of qualifications of each principal who will be assigned to ACPS project(s) for actual "hands on" work, as well as assigned to the project(s) for administrative responsibilities. Identify each person required by law to be licensed, registered or certified in the Commonwealth of Virginia.

8.14.2.10. Staff (additional associates) (TAB 10 Staff 2): Identification and statement of qualifications of each team member that may be used on the project(s) along with a description of their possible role(s) on the project team. Identify each person licensed in the Commonwealth of Virginia. Identify each person required by law to be licensed, registered or certified in the Commonwealth of Virginia.

8.14.2.11. Work Assignments (TAB 11 Assignments): Describe how your firm assigns and limits workload and your ability to complete ACPS projects within a timely manner for both large and small projects.

8.14.2.12. Financial/Insurance (TAB 12 Financial): Provide pertinent financial data which demonstrates your firm's capability to successfully perform. This shall include information on the financial stability of the firm; e.g., annual financial reports and statements, Dun and Bradstreet current report and/or other credit bureau ratings.

8.14.2.13. Strengths (TAB 13 Strengths): Describe any special strengths, insight or innovativeness, which may be applicable to your firm but not requested above.

8.14.2.14. Recognition/Awards (TAB 14 Awards): Provide copies of all letters of commendations, special recognitions, awards, etc.

8.14.2.15. Submittal Requirements (TAB 15 Submittals):

- 8.14.2.15.1.** Attachment A – Completed Contractor Data Sheet
- 8.14.2.15.2.** Attachment B – Completed Vendor Information Form
- 8.14.2.15.3.** Attachment C – Certificate of Compliance

8.15. Oral Presentations: Offerors who submit a proposal in response to this RFP and are ranked among the top, may be required to give an oral presentation of their proposal to ACPS. 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/product demonstrations are an option of ACPS and may or may not be conducted. **CRITERIA FOR PROPOSAL EVALUATION:** Proposals shall be evaluated by a ACPS Committee using the following criteria:

8.16. Experience: Specific qualifications relative to professional services discipline described in the Scope of Services to include document preparation, bidding, and contract administration services.

Assigned Weight: 30

8.17. Management/Project Team: Expertise, experience and, qualifications of the firm’s personnel in providing the services as related to the Scope of Services described in this RFP. Firm’s ability to assign and complete projects within the time and funding restraints. Firm’s geographic location to Amelia County, Virginia. Firm’s financial capability and ability to meet professional liability insurance requirements.

Assigned Weight: 30

8.18. Special Qualifications: Special strengths and qualifications relative design development, construction renovation design document preparation, bidding and contract administration services performed by the firm not specifically requested elsewhere in this RFP.

Points Assigned: 20

8.19. References: Favorable past performance on projects for similar public projects.

Assigned Weight: 20

9. METHOD OF AWARD: ACPS may make multiple awards for this procurement. ACPS shall engage in individual discussions with two or more Offerors it deems to be fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, ACPS may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competition. At the conclusion of discussions, on the basis of the evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, ACPS shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror(s) ranked highest. If contracts satisfactory and advantageous to ACPS can be negotiated at a price considered fair and reasonable, award shall be made to those Offerors. Otherwise, negotiations with the Offeror(s) ranked highest shall be formally terminated and negotiations conducted with the Offeror(s) ranked next highest, and so on until contracts are awarded at a fair and reasonable price.

Should ACPS determine in writing and in its sole discretion 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.

10. SPECIAL TERMS AND CONDITIONS:

10.1. Certificate Of Compliance: As a condition of any Contract awarded and prior to Notice of Award, the Bidder/Contractor must certify, by executing Attachment C, that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have direct contact with students on school property during regular school hours or 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. Bidder further acknowledges that such certification shall be binding on the Bidder/Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide immediate notice to ACPS of any event which might render such certification untrue, including the arrest indictment, or investigation of any individual providing such services.

Bidder/Contractor acknowledges that, pursuant to the Code of Virginia §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order

10.2. Extra Charges Not Allowed: The proposed fees shall be for the complete services; e.g., travel, phone calls, supplies, printing (ACPS will not pay for document/drawing review copies), insurance, etc. Extra charges will not be allowed. Contractor will not be permitted to add any administration fee for services obtained by any other contractor to include not limited to professional engineers and printing of bid documents/drawings.

10.3. Fees: Negotiated fees shall be in the form of firm fixed fees throughout the contract and shall include salary, benefits, profit, and all other expenses for overhead, insurance, equipment, etc.

10.4. Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, that will maintain these 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. During the period of the contract, Contractor is to furnish certificates of insurance for the coverage required by the ACPS and the Commonwealth of Virginia as indicated below:

10.4.1. Workers Compensation – Statutory requirements and benefits.

10.4.2. Employer's Liability - \$100,000.

10.4.3. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, and where applicable to the project (as determined by ACPS), Products and Independent Contractors. The general aggregate limit shall apply to this project. **Amelia County School Board is to be named as an additional insured with respect to the services being provided.**

10.4.4. Automobile Liability - \$1,000,000 per occurrence.

10.4.5. Professional Liability & Errors and Omissions

10.4.5.1. Architecture, Professional Engineer: \$2,000,000 per occurrence, \$4,000,000 aggregate.

10.4.5.2. Surveying: \$1,000,000 per occurrence, \$1,000,000 aggregate

10.5. Obligation of Offeror: By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

10.6. Ownership of Material: Ownership of all data, material and documentation originated and prepared by the Offeror and successful Contractor for ACPS pursuant to this solicitation and any resulting contract shall belong exclusively to ACPS and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

10.7. Prime Contractor Responsibilities: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.

10.8. Subcontracts: No portion of the work shall be subcontracted without prior written consent of ACPS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish ACPS the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract. SECTION 12

AMELIA COUNTY PUBLIC SCHOOLS (ACPS) GENERAL TERMS AND CONDITIONS

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by ACPS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Amelia County Public Schools and its governing body, the Amelia County Public School Board. The term "ACPS" as used herein refers to the contracting entity which is the signatory on the contract and may be either ACPS, or the ACPS School Board, or both. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the Offeror's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

AUTHORITY

1. The Director of Operations has been delegated authority for issuance of request for proposals, modifications, purchase orders and awards approved by and for ACPS. In the discharge of these responsibilities, the Director of Operations may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Director of Operations, no other ACPS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate ACPS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and ACPS shall not be bound thereby.

CONDITIONS OF OFFERING A PROPOSAL

2. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, ACPS will publicly post such notice on the web at <http://amelia.k12.va.us>

3. **DEBARMENT STATUS:** By submitting their proposal, the Offeror certifies that he/she is not currently debarred by the Commonwealth of Virginia or ACPS from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Offeror an agent of any person or entity that is currently so debarred.

4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposal, the Offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

5. **INCLEMENT WEATHER:** Due to inclement weather conditions, ACPS may elect to close schools and administration offices.

5.1. In the event of a delay school opening, all times shall remain as stated in the Request for Proposal.

5.2. In the event that ACPS closes, any optional/mandatory pre-proposal conference and all proposal openings will be held as scheduled.

5.3. In the event that ACPS closes, any optional/mandatory pre-proposal conference and all proposal openings will be held on the next business day the ACPS experiences a normal opening, or a delayed opening activities will be held at the time previously scheduled. No exceptions will be made in this matter.

6. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the ACPS Purchasing Office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Purchasing Office. Proposals received in the Purchasing Office after the date and hour designated are late, automatically disqualified and will not be considered. **ACPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Offeror to ensure that his/her proposal reaches the Purchasing Office by the designated date and hour.**

7. **MANDATORY USE OF ACPS FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal in the format as required by the Request for Proposals may be cause for rejection of the proposal. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, the Finance Director reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a proposal as non-responsive. As a precondition to its acceptance, ACPS may, in its sole discretion, request that the Offeror withdraw or modify any additions or deletions to the proposal.

8. **OBLIGATIONS OF OFFEROR:** By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of misunderstanding or lack of information.

9. **OFFICIAL NOT TO BENEFIT:**

9.1. Each Offeror certifies by signing a proposal that to the best of his/her knowledge no ACPS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, rescission of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.

9.2. Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, ACPS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

9.3. In the event the Offeror has knowledge of benefits as outline above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Offeror shall address the disclosure of such facts to: Director of Operations, Amelia County Public Schools, 8701 Otterburn Rd, Amelia, VA 23002. The Request for Proposal number shall be referenced in the disclosure.

10. **PRECEDENCE OF TERMS:** ACPS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:

The Notice of Award or Purchase Order/Contract (highest precedence),

Addenda,

Scope of Services

The signed proposal submitted by the Contractor, Request for Proposal,
Any Special Terms and Conditions,
These General Terms and Conditions (lowest precedence).

11. **QUALIFICATIONS OF OFFERORS:** ACPS 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 ACPS all such information and data for this purpose as may be requested. ACPS reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. ACPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy ACPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

CONTRACT PROVISIONS

13. **ANTI-DISCRIMINATION:** By submitting their proposal, the Offeror certifies to ACPS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). In every contract over

\$10,000 the provisions in 13.1 and 13.2 below apply:

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

13.1. 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.

13.2. 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.

13.3. 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.

13.4. The Contractor will include the provisions of 13.1, 13.2 and 13.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to ACPS 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 ACPS under said contract.

15. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Amelia County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.

16. **APPROPRIATION OF FUNDS:** All funds for payments by ACPS under this contract are subject to the availability of an annual appropriation for this purpose by ACPS. In the event of non-appropriation of funds by ACPS for the goods or services provided under the contract or substitutes for such good or services which are as advanced or more advanced in their technology, ACPS will terminate the contract, without termination charge or other liability to ACPS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and ACPS shall not be obligated under this contract beyond the date of termination.

17. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of ACPS Finance Director.

18. **AUTHORITY TO TRANACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA:** Any Offeror registered or organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity as described in the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. The proper legal name of the firm or entity, form of the firm (i.e. corporation, limited partnership, etc.) and the identification number issued to the Offeror by the State Corporation Commission must be written in the space provided on the proposal submission form and Vendor Information Form. Any Offeror not required to be authorized to transact business in the Commonwealth of Virginia shall include in its proposal a statement/documentation from their legal counsel describing why the Offeror is not required to be registered. Failure of a prospective and/or successful Offeror to provide such documentation shall be grounds for rejection of their proposal. For further information, refer to the Commonwealth of Virginia State Corporation Commission Web site at: www.scc.virginia.gov. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to the VPPA § 2.2-4311.2., Code of Virginia, Title 13.1 or Title 50 may be cause for debarment by ACPS.

19. **BUSINESS LICENSES:** The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of Amelia

Amelia County Code. Information regarding business license requirements is available on the Amelia County website at <http://ameliacova.com>.

20. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or Procurement Card.

21. **CONFIDENTIALITY AND RETURN OF RECORDS:**

21.1. The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of ACPS' request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Contract Administrator or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Contract Administrator or designee for response. At ACPS' request, the Contractor shall deliver all Records to the Contract Administrator, including "hard copies" of computer records, and at the ACPS request, shall destroy all computer records created as a result of ACPS' request for services under this Contract.

21.2. The Contractor agrees to include the provisions of this section as part of any Contract the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

21.3. No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

22. **COPYRIGHT:**

22.1. The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the ACPS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as ACPS may request to affect such transfer or assignment.

22.2. Further, the Contractor agrees that the rights granted to ACPS by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

22.3. The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the ACPS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

23. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:

23.1. Provide a drug-free workplace for the Contractor's employees.

23.2. 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.

23.3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

23.4. 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 section, 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.

24. **EMPLOYEES NOT TO BENEFIT:** No employee of ACPS shall be admitted to any share or part of this contract or to any benefit that may arise therefrom which is not available to the general public.

25. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** In accordance with §2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that 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 The Federal Immigration Reform and Control Act of 1986.

26. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless ACPS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against ACPS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against ACPS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend ACPS as herein provided.

27. **LIABILITY:** The Contractor will not be held responsible for failure to perform the duties and responsibilities imposed by the contract if such failure is due to strikes, fires, riots, rebellion and major forces beyond the control of the Contractor that make performance impossible or illegal, unless otherwise specified in the Contract.

28. **MODIFICATIONS TO THE CONTRACT:** ACPS may, upon mutual agreement with the Contractor, issue written modifications to the scope of services of this contract, and within

the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Amelia County School 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 Finance Director:

28.1. The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of services which shall be added to or deducted from the contract amount.

28.2. 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.

28.3. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as ACPS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by ACPS and the Contractor.

29. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.

29.1. Faith-based organizations may enter into contracts with ACPS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.

29.2. ACPS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of ACPS will not be spent for religious worship, instruction, or proselytizing.

29.3. Any faith-based organization awarded a contract by ACPS 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 ACPS.

29.4. Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.

29.5. If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which

the individual receives or would receive the goods, services, or disbursements, ACPS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.

29.6. Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body'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.

30. **PATENTS AND ROYALTIES:** The Contractor covenants to save, defend, keep harmless, and indemnify ACPS and all of its officers, departments, agents and employees (collectively known as "ACPS") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark copyright, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by ACPS. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood without exception that the contract price includes, all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

31. **PRICE REDUCTION:** If at any time after the date of the proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for proposal on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify ACPS of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by ACPS.

32. **PROJECT STAFF:** ACPS will, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If ACPS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to ACPS in a timely manner and at no additional cost to ACPS. The day-to-day supervision and control of the Contractor's employees shall be the sole responsibility of the Contractor.

33. **RELATIONSHIP TO ACPS:** The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of ACPS. ACPS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. ACPS will not withhold from the contract payments to the Contractor any federal or state unemployment. ACPS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by ACPS for its employees.

34. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is ACPS intent 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 Contractor agrees to use their best effort to carry out this intent 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. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.

35. **SUBCONTRACTS:**

35.1. The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.

35.2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

35.3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

35.4. Nothing contained in this contract shall create any contractual relationship between any subcontractor and ACPS.

35.5. ACPS has the right to approve or disapprove the use of any subcontractors being offered by the Contractor.

36. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, ACPS, 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 ACPS may have. Specifically:

36.1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, ACPS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of ACPS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

36.2. Notwithstanding the above, the Contractor shall not be relieved of liability to ACPS for damages sustained by ACPS by virtue of any breach of contract by the Contractor. ACPS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to ACPS from the Contractor is determined.

37. **TERMINATION FOR CONVENIENCE:** ACPS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Finance Director determines that such a termination is in the best interest of ACPS. Any such termination shall be effected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination 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 termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

38. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:**

38.1. Offerors are advised that all resultant contracts will be extended, with the authorization of the Offeror, other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. ACPS acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your proposal.

38.2. It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract.

38.3. Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

38.4. ACPS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

39. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.

39.1. Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

39.2. Proposal records shall be open to the public only after award.

39.3. Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event ACPS decides not to accept any of the proposals and to resolicit.

39.4. Trade secrets or proprietary information submitted by any offeror or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the offeror or Contractor invokes the protection of Virginia Code section 2.2-4342 F. in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.

39.5. Nothing contained in this section shall be construed to require ACPS to furnish a statement of the reason(s) why a particular offer was not deemed to be the most advantageous to ACPS.

40. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.

41. **PAYMENT TERMS:**

41.1. The Contractor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized ACPS official. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. ACPS reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

41.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.

42. **PAYMENT TO SUBCONTRACTORS:**

42.1. A Contractor awarded a contract under this solicitation is hereby obligated to:

42.1.1. Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from ACPS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or,

42.1.2. Notify ACPS and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.

42.2. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from ACPS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of ACPS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

42.3. The provisions of 42.1 through 42.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of ACPS or any participating jurisdiction.

43. **TAX EXEMPTION:** ACPS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Offeror 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 ACPS. ACPS Federal Excise Tax Exemption number is 54-6001533. A copy of ACPS Sales and Use Tax Certificate Exemption is available upon request from the Finance Office.

OFFEROR/CONTRACTOR REMEDIES

44. **ACCEPTANCE OF OFFERS BINDING 120 DAYS:** Unless otherwise specified in the RFP, all formal offers submitted shall be binding for one hundred twenty (120) calendar days following proposal opening date, unless extended by mutual consent of all parties.

45. **ARBITRATION:** It is expressly agreed that nothing under the contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the contract documents.

46. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by ACPS, whichever is sooner. ACPS and its authorized agents shall have full access to and the right to examine any of said material during said period.

47. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of fact including claims for money or other relief as a result of a contract with ACPS which is not disposed of by agreement shall be declared by the Finance Director, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Finance Director shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.

48. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Offeror or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.

49. **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 Superintendent no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought.

The Superintendent or designee shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken.

49.1. 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 Finance Director shall cancel the proposed award or revise it to comply with the law. If, after 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 ACPS. Where the award has been made and performance has begun, the Finance Director may declare the contract void upon a finding that this action is in the best interest of ACPS. Where a contract is declared void, the performing Contractor 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 Contractor be entitled to lost profits.

49.2. 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.

49.3. 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.

50. **SEVERABILITY:** The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Contract.

CONTRACTOR DATA SHEET RFP # 2121

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. **REFERENCES:** Offerors shall provide a listing of three (3) references for which the company has provided specified goods/services of the same or greater scope within the past three (3) years. ACPS cannot be a reference.

1.	Customer Name:	Contact Name:	Contact Title:
Address: _____		Phone No.	
_____		Fax No.	
E-mail: _____			
2.	Customer Name:	Contact Name:	Contact Title:
Address: _____		Phone No.	
_____		Fax No.	
E-mail: _____			
3.	Customer Name:	Contact Name:	Contact Title:
Address: _____		Phone No.	
_____		Fax No.	
E-mail: _____			

AMELIA COUNTY PUBLIC SCHOOLS

RFP # 2121

VENDOR INFORMATION FORM

The following vendor information is required with all RFP responses along with a completed and signed W-9 form:

Ordering/Purchase Order Submission:

Legal Business Name: _____

D/B/A: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____

Tax ID#: _____

Remittance: Check box if same as above

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Contact Information: _____

Name: _____

Title: _____

Phone: _____ Fax: _____

E-mail Address: _____

CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the Code of Virginia §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

Company Name

RFP#2121 _____
Solicitation #

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date

SAMPLE CONTRACT

CONTRACT NUMBER: #ACPS21345

This Contract entered into this ____ day of _____ by, **VENDOR NAME AND ADDRESS** hereinafter referred to as the "Contractor" and **Amelia County School Board, 8701 Otterburn Rd, Amelia, VA 23002**, hereinafter referred to as the "Amelia County Public Schools", "Purchasing Agency" or "ACPS".

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

1. **SCOPE OF CONTRACT:** Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required for in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.

2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document.

 - 2.2. ACPS Request for Proposals (list all addendums)

 - 2.3. Contractor's proposal response dated _____ .

 - 2.4. Certificate of Compliance – RFP Document Attachment XX

3. **CONTRACT ADMINISTRATOR/PROJECT MANAGER(S):** The following ACPS employees are identified to use all powers under the contract to enforce its faithful performance:
 - 3.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

 - 3.2. **PROJECT MANAGER:** The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

4. **TIME OF PERFORMANCE:**

5. **PRICING:**

6. **PAYMENT TERMS:**

Amelia County 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.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

PURCHASING AGENCY:

Authorized Signature

Authorized Signature

Type Name

Type Name

Title

Title

Date

Date