

Request For Proposal

**Comprehensive Mechanical and Automation Maintenance  
For Multiple Facilities**

**Rappahannock County Public Schools**

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## **1.0 Overview**

Rappahannock County Public Schools seeks an experienced firm for the purpose of providing preferred comprehensive HVAC and Building Control Systems Comprehensive Maintenance, Routine, and Emergency Services for multiple facilities operated by the School System. This RFP is part of a competitive procurement process which helps to serve the School System's best interests. It also provides firms with a fair opportunity for their services and capabilities to be duly considered

For ease of reference, each firm receiving this RFP is referred to as the "firm" and the firm selected to provide services for the School District is referred to as the "selected firm". This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the School System proposes to govern the relationship between it and the selected firm.

## **2.0 Scope of Goods and Services - General**

It is the School System's intent to enter into a preferred comprehensive service agreement with the selected firm for HVAC and Building Control Systems including Preventive Maintenance, Repair, and Emergency Services necessary for the effective and economical operation of facilities utilized by the Rappahannock County Public Schools. The selected firm shall furnish all labor, materials, tools, and resources necessary to design, develop and implement a maintenance procedure for all heating, cooling, humidity control, and related building control systems located in the facilities. In addition to normal maintenance and repairs, the selected firm shall have the capability and resources to design, install, and maintain new systems or replacement systems as required by the School System. In order to achieve this goal, the selected firm must provide goods and services that include, but are not necessarily limited to, those outlined below:

## 2.1 General Requirements

- a. The selected firm shall provide preventive maintenance services on all equipment, controllers, and associated devices related to the heating, ventilation, air conditioning and building control systems (pneumatic, electric, direct digital control, automation, etc) within the facilities.
- b. The selected firm shall furnish all labor, parts, materials, test equipment, tools, programming materials, and services in conformance with the terms and conditions as outlined in this RFP.
- c. To ensure that the Rappahannock County School System receives the scope of services required by this Request for Proposal, the selected firm shall have a performance management system implemented that provides the minimum service performance information as defined in Section 9.0 "Scope of Goods and Services - Performance Management System".
- d. Each firm is required to visit the site of the equipment and proposed work prior to submitting their proposal. A mandatory pre-bid meeting will be held October 12, 2017 at the Rappahannock County School Board Office, 6 School House Lane, Washington VA at 11:00 AM. The purpose of this visit is to acquaint the firms with any and all conditions at the site and to identify, inspect and inventory the equipment. One conducted tour of the premises will be conducted and each firm can only have three employees on the tour. Firms are not allowed to tour the sites unescorted or at any time other than on a scheduled tour. The firms will not be relieved from assuming all responsibility for properly estimating the difficulties and cost of performing the services required with this specification, because of the failure to become acquainted with all the information concerning the services to be performed. It is the responsibility of the firm to inventory all equipment in the buildings for purposes of developing a proposal.
- e. Companies shall be licensed in the Commonwealth of Virginia as a Class A contractor with a sub-classification notation of HVAC for the last three years. A copy of each license must be submitted with the proposal.
- f. Each firm must meet all requirements under the heading "Service Company Qualifications". Any proposal not meeting these requirements will be considered incomplete.

## 2.2 Service Qualifications

- a. Maintenance and Automation technician's Qualifications  
The selected firm shall employ sufficient qualified mechanics and technicians who can arrive on the site within the specified time period.

The service technicians assigned to maintain the mechanical systems shall be qualified to service the equipment type under contract as well as all associated pneumatic, electric, and electronic controls. The local office of the firm shall have service technicians that are experienced with servicing all direct digital control, automation systems, and mechanical systems currently installed in the Rappahannock County Schools sites. Resumes of proposed technicians shall be included with the response to this RFP as required under Section 12.0 "Contents of Proposal". Resumes shall clearly indicate the technician's length of experience with the specific automation and control equipment installed in the Rappahannock County School's facilities.

Service Technician employed by the selected firm will be Certified in the Service, Start-up, and troubleshoot of:

- Reciprocating Compressor – teardown training
  - Certified in Boiler Maintenance and Repair
  - Universal CFC certified
  - State HVAC Tradesman License required for all mechanics
  - Water Treatment Certified
- b. Subcontracting - Services to be provided shall be performed by qualified and trained service personnel, directly employed by the selected firm. Under no condition will any work specified be subcontracted without the School System's prior approval.
- c. Preventive Maintenance Scheduling - The selected firm shall schedule preventive maintenance tasks through the use of a computerized service management system to ensure a uniform and detailed method of scheduling work. To ensure a uniform and detailed method of defining preventive maintenance tasks, all preventive maintenance tasks shall be scheduled based on the manufacturers' maintenance recommendations. The selected firm will be required to show copies of said computer preventive maintenance report to demonstrate compliance to this requirement.

The selected firm shall, based on guidance from the affected School facility occupants, schedule preventive maintenance tasks for each piece of equipment in each facility to accommodate occupant schedules and operating hours.

- d. Inventory and Test Equipment - To ensure timely availability in emergency situations, the selected firm shall maintain or have access to an adequate inventory of standard replacement parts for common components in the system under contract within 24 hours, and will demonstrate that they own the proper tools and test equipment to maintain all the systems and equipment under contract. For mechanical equipment, the selected firm must own and be able to document the use on other contracts the following tools and test equipment; combustion efficiency test equipment, infrared scanner, water treatment chemical drop test kit, conductivity tester, refrigeration oil test kit, electronic refrigeration leak detector, velometer, amprobe, refrigeration recovery equipment. For building control and automation systems, the selected firm must own and be able to document the use of diagnostic and programming tools for the systems currently installed in the facilities under coverage.
- e. Licensing - The selected firm must be a fully licensed Class A contractor licensed to do business in the Commonwealth of Virginia with the proper sub-classifications as required for the tasks being performed (mechanical, electrical, etc). This license must remain valid throughout the term of this agreement.

### 2.3 General Maintenance Procedures

- a. Procedures and records  
The selected firm shall:
  - Maintain complete and detailed service and maintenance records for each piece of equipment in a secure central database that will be provided to the School System upon request.
  - Within 45 days of award, complete computer database for all mechanical and automation equipment must be in place. Within the same time parameters firm must have the ability to generate computer call reports and be able to issue computer generated work orders.
  - The Rappahannock County School System does not wish to maintain files of maintenance records on site in the form of paper documents. The selected firm must provide service records in a paperless fashion with e-mail notification to the designated Rappahannock County School System personnel and shall provide real time access via an Internet portal to all service records during the term of any agreement resulting from this Request for Proposal.
  - Provide records through multiple sorting criteria including company wide, job site, contract, or by individual piece of equipment.
  - Provide real time records to each and all technicians servicing any piece of equipment on the site.

- Provide records that are secure and available only to authorized School System or service personnel.
  - Provide work orders that clearly identify the equipment to be serviced and contain sufficient information about the task required to complete the work.
  - Provide indoor air quality reports and analysis for designated buildings on an as-needed basis with the ability to provide additional testing as required.
  - Have the ability to provide “real time” status of any current work order at any time and make that status available via the Internet, e-mail, or phone.
  - Have the ability to receive service requests via an Internet web site or centralized call center on a 24/7 365 day basis.
  - Have certified quality processes (i.e., ISO 9002 certification) that ensure equipment is serviced and work actions are recorded in a uniform manner every time, regardless of the assigned technician.
  - Have the ability for service requests and preventive maintenance activities to be tracked to completion in a timely manner.
  - Have the ability for information and data to be properly and securely controlled.
- b. As work is scheduled, the selected firm shall issue, to the Technician on the job, a computer prepared service report detailing exactly what tasks to perform, time of performance, skill levels required, and special tools and instrumentation required to maintain the systems at optimum comfort and efficiency levels.

#### 2.4 Preventive Maintenance Calls

All scheduled maintenance calls under this agreement shall be performed during the normal working hours defined as 8:00 AM – through 4:30 PM. The selected firm must respond to all service requests regardless of weather conditions (snow, ice, etc.). The School System will provide reasonable means of access to all equipment covered by the resulting agreement. The selected firm shall be free to start and stop all primary equipment incidental to the operation of the systems as arranged with School System representatives.

#### 2.5 Emergency Service

Emergency service shall be provided 24 hours a day to minimize downtime and convenience. All major systems must be back on line and operating within eight hours of notification of systems failure. The selected firm shall provide emergency service as a part of this agreement including:

- All labor, overtime, travel costs, parts, supplies, etc to diagnose and repair any failed equipment. All expenses incurred and expended on such a call are included in the cost of this program and there will be no additional compensation to the selected firm.

- Emergency service as often as needed, on a 24 hour basis, weekends and legal holidays included.
- Service personnel shall arrive on-site within 4 hours after notification of an emergency situation.
- A phone number must be supplied. These phones must be answered by a person under the direct employment of the selected firm and must be trained on HVAC and building control systems and their operation. An answering service is not sufficient.

#### 2.6 Parts and complete replacement

The selected firm will repair or replace worn parts or complete components covered under this contract with new parts.

All repair and replacement parts, components, and devices for the mechanical systems and equipment shall be provided by the selected firm and will be included in the cost of this service program.

All miscellaneous parts and supplies necessary to maintain the mechanical systems and equipment shall be supplied by the selected firm and will be included in the cost of this service program (belts, valve packing, lubricants, tools, paints, refrigerant, test instruments, meters. CO2 Sensor test kit, etc)

The selected firm will not be held responsible for repairs or replacements necessitated by reason of negligence or misuse of the equipment by other than the selected firm or by reason of any other cause beyond the control of the selected firm, except ordinary wear and tear.

### **3.0 Scope of Goods and Services Maintenance – Temperature Control Maintenance**

#### 3.1 General

Each preventive maintenance call shall be scheduled by computer prepared service report detailing exactly what it takes to perform, time of performance, skill level required, and special tools and instrumentation needed to maintain the system at optimum comfort and efficiency levels.

Maintenance intervals shall be determined by equipment run time, application, location, and the selected firm's computer data bank of maintenance experience and manufacturer's specifications.

After each service call is completed and the electronic report acknowledged electronically by the School System, the report shall be re-entered in the data base to ensure closed loop performance control and continuous program updating.

### 3.2 Predictive Maintenance

System analysis shall be performed on equipment covered under this agreement to detect early signs of deteriorating performance and to predict potential equipment failures. After identifying potential problem areas, corrective action, as outlined in this specification will be taken.

## 4.0 Scope of Goods and Services – Environmental Control Systems Maintenance

### 4.1 Equipment

Equipment to include thermostats, pressure controls, relays, limits, valves, valve operators, damper motors, step switches, time clocks, contactors, controllers, capacity controls, safety controls, recorders, control panels, gauges, and air compressors.

### 4.2 Services

The selected firm must perform:

- Examining each piece of equipment and device to see that it is functioning properly and is in good operational condition.
- Cleaning all components of dust, old lubricants, etc. to allow the equipment to function as designed.
- Lubricating all equipment where needed to permit bearings, gears and all contact wearing points to operate freely and without undue wear.
- Adjusting all linkages, motors, drives, etc. that may have drifted from the original design settings and positions.
- Calibrating all sensing, monitoring, output, safety, and readout devices for proper ranges, settings, and optimum efficiencies.
- Testing and cycling all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated, to see that it is in good operational condition and at optimum efficiency.

## 5.0 Scope of Goods and Services – Automation Control Systems Maintenance

### 5.1 Equipment

Equipment to include computers, servers, printers, direct digital controllers, routers, modems, interface modules, sensors, and field end devices.

### 5.2 Services

The selected firm must perform:

- Examining and functionally evaluating each piece of equipment and related components to verify proper operation and functionality. Included in this process is the analysis as to efficient operation of the

controlled equipment in such a manner as to maximize the operating efficiencies of School System facilities.

- Cleaning all components of dust, old lubricants, etc. to allow the equipment to function as designed.
- Performing data and application back-ups and preventive restoration functions so as to allow for timely restoration in the event of a system or key component (hard drive/controller etc.) catastrophic failure or crash.
- Verification and adjustment of operating parameters as necessary to ensure sensing, monitoring, output, safety, and readout operations for proper ranges, settings, and optimum efficiencies.
- Testing and cycling all equipment as a system after it has been cleaned, adjusted, and calibrated, to see that it is in good operational condition and at optimum efficiency.

## **6.0 Scope of Goods and Services – Mechanical Systems Comprehensive Maintenance**

### **6.1 Equipment Included:**

All HVAC mechanical systems and filters associated with listed buildings.

The preventive maintenance schedule is the responsibility of the selected firm and shall not be limited to the major pieces of equipment listed herein but also is meant to include appurtenant devices and systems that are related to the heating, ventilation, and air conditioning systems. Included equipment is as follows:

- Heating System – Boilers, burners, furnaces, pumps, cleaning of heating coils, water strainers, duct heaters, heat exchangers, humidifiers etc.
- Cooling System – Air conditioning compressors, evaporative condensers, air cooled condensers, pumps, water chillers, cleaning of cooling coils etc.
- Air Handling Units – Fans, motors, dampers, induction units, mixing boxes, etc.
- Miscellaneous Equipment – Exhaust fans, direct expansion valves, magnetic starters, manual motor starters, pump and fan motor drives, belts, and refrigerant.

### **6.2 Equipment Not Included**

Maintenance services, including repair labor and parts replacement, for portions of the system and equipment that are non-maintainable or non-moving are not included as part of this specification.

Excluded items shall be considered as: foundations, structural supports, domestic water lines, plumbing, oil lines, gas lines, piping, oil storage tanks, air handling duct work, boiler shell, and tubes, unit cabinets, boiler trim and refractory material, cooling tower structures, etc.

The selected firm shall provide a report of any condition encountered that is outside the scope of this specification and that is in need of attention, including such equipment as outlined above.

This RFP covers only that equipment associated with each building listed herein, and in the event the system is altered, changed, or if any equipment is added, then that portion shall be added or deleted from the agreement as required.

### 6.3 Services Included

The general services listed below shall apply to the systems and equipment as described above. This preventive maintenance work shall be provided no less than four times per year, including start-up and shut down if applicable:

- Examining each piece of equipment and device to see that it is functioning properly and is in good operating condition.
- Cleaning all components of dust, old lubricants, etc. to allow the equipment to function as designed.
- Lubricating all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
- Adjusting all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.
- Calibrating all sensing , monitoring, output, safety, and readout devices for proper ranges, settings, and optimum efficiencies.
- Repairing the device by the addition of replacement parts should maintenance not be adequate.
- Replacing the device should the above device not be adequate.
- Tearing down major pieces of equipment such as refrigeration compressors, water chillers, boilers etc. and overhauling periodically based on accumulated operating hours, building requirements, and/or as required to prevent breakdowns and to improve operational conditions.
- Testing and cycling all equipment as a system after it has been cleaned, lubricated, adjusted and calibrated to assure that it operates to original design specifications.
- Performing periodic vibration analysis of the equipment to be maintained. This analysis will be made on all equipment in excess of 50 HP and documented in a written or electronic report.
- Performing boiler flue gas analysis during heating season start-up with an Electric Flue Gas Analyzer to determine the proper energy efficiency and documenting results in written form.

- Performing spectrochemical analysis of refrigeration compressor oil to determine chemical concentration levels inclusive of the following tests
  - a. Total Acid
  - b. Viscosity
  - c. Water Content
  - d. Total Solids
- This mechanical maintenance includes all parts, labor, and materials necessary to make the repairs and in addition the necessary replacement of any units including:
  - a. Water circulating pumps as pertain to HVAC systems
  - b. Supply Fans
  - c. Electric Motors
  - d. Belts
  - e. Heating Coils; (cleaning only)
  - f. Cooling Coils; (cleaning only)
  - g. Belt Drives
  - h. Capacity System and Safety devices which control the equipment
  - i. Air Handling Units
  - j. Unit heaters
  - k. Boilers and Controls
  - l. Compressors
  - m. Air Cooled Condensers
  - n. Packaged roof top units

#### 6.4 Parts replacement

All parts, components, or devices for the mechanical systems covered under this solicitation that are worn or are not in proper operational condition shall be repaired/replaced with new parts, components or devices.

### **7.0 Scope of Goods and Services – Indoor Air Quality Monitoring**

Selected firm shall deploy and install on a temporary basis all equipment and material required to provide spot monitoring of the Internal Air Quality (IAQ) of a single space on an as-needed basis as directed by the School System. This IAQ monitoring set-up shall be deployed on a demand basis and should provide School System personnel real time and historical monitoring of the following environmental conditions:

- Temperature
- Carbon Dioxide
- Carbon Monoxide
- Relative Humidity

### **8.0 Scope of Goods and Services – Performance Management System**

- 8.1 General - The selected firm shall have a Performance Management System deployed to provide evidence to the School System that the service requirements of this Request For Proposal (RFP) are being met. The performance data shall be captured electronically and stored in an electronic data repository for the term of any contract resulting from this Request for Proposal. The Rappahannock County School System personnel with proper credentials shall have access to reports of service performed through an Internet portal by use of a web browser. Access to the data repository shall be secured and only provided to personnel that are registered and assigned a password. The selected firm shall provide the data repository offsite in a secured and conditioned environment and the electronic records shall be maintained on redundant servers to ensure reliability.
- 8.2 Service Performance Data - The minimum information required to be captured and stored shall consist of the following:
- An inventory of all equipment under coverage of the contract resulting from this Request for Proposal.
  - Records of every service order issued during the term of the contract. These records shall include customer initiated service requests and computer generated preventive maintenance requests.
  - Each service record shall include the description of the request, date and time of the service request, name of the service mechanic assigned, date and time that the mechanic arrived at the site, resolution of the request with a description of the work performed and the date and time that the work was completed.
  - The service response data including time stamps for receipt of service request and completion of service request shall be captured electronically and immediately available for viewing by the customer.
- 8.3 Viewing of Service Performance Information - The customer (Rappahannock County School System) shall have access to the service performance information at all times. The service history shall be retrievable by individual building or by the type of service request (preventive maintenance, emergency service, etc). The customer shall view the service performance information in real time to review the status of service request that are in progress.

## **10.0 Scope of Goods and Services – Special Conditions**

The selected firm shall be reimbursed for any expenses, parts, or labor incurred as a result of any new government regulations issued after effective date of this contract.

All work performed by the selected firm shall conform to all applicable codes and standards.

The selected firm shall not be liable for any loss. Delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond the selected firm's direct control including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, riot, civil commotion, wars, malicious mischief, floods, and other acts of God.

The selected firm shall provide as part of this proposal a fixed annual service price for each twelve month period that this service agreement is to be in effect. These prices are to reflect the scope of services as outlined in this RFP. If during the term of this agreement, the School System adds equipment to a building or buildings for which coverage is desired, the selected firm shall directly negotiate the additional service prior to the new equipment entering service.

## **11.0 Basis of Selection**

The Rappahannock County School System shall evaluate proposals and, if a firm is to be selected, select the firm on the basis of the following:

- The firm's written technical plan and approach towards providing the requested HVAC and Building Control Systems Preventive Maintenance, Routine Emergency Service, and other peripheral line items as stipulated in the RFP. (25%)
- The firm's Performance Management System and ability to provide service records to support the requirements of Section 8.0 of this RFP. (10%)
- The firm's relevant experience, qualifications, and track record in providing the goods and services and the ability to perform energy performance contracting and sustainability services as outlined in this RFP. (10%)
- The firm's references from other school systems with requirements similar to those of the Rappahannock County School System. (15%)
- The firm's financial proposal and relevant terms including discounts, service charges, hourly rates, and overall cost. (30%)
- The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided. (10%)

## **12.0 Contents of the Proposal**

Proposals shall include information pertaining to this section.

### 12.1 Operations

- Provide a detailed description of how the firm intends to provide and meet the requirements contained in this RFP.
- Describe the level of knowledge and expertise with regard to the systems and equipment noted within the RFP.
- Describe the service operation capacity of the organization including service call dispatch operations, service call communications with technical personnel and internal process controls designed to ensure timely and closed loop performance.
- Detail at least two methods for placing and tracking service calls and preventive maintenance tasks. At least one of these methods should include internet access on a 24/7 basis to a company staffed dispatch facility.
- Provide documentation of licenses and certifications as may be required during the completion of the requirements contained in this RFP.
- Provide information about the Service Performance Management System required in Section 8.0. Provide an information flow chart, location of redundant data repository servers and examples of the format that information will be viewed by the customer
- Provide an operational scenario and capabilities overview of additional capabilities and competencies offered as may be of interest to the School System.

### 12.2 Firm Information, Personnel, and References

- Provide a brief history of the firm and its experience providing the required in the RFP and the optional services and capabilities declared above.
- Provide detailed information and qualification information regarding personnel to be assigned to this agreement including resumes and required certifications.
- List all software tools and diagnostic equipment that the firm possesses to service the existing direct digital control and automation systems.
- Provide an organizational chart for the firm including the personnel to be assigned the School System account.
- Provide a minimum of (4) school references that are in the local service territory that are similar in size and requirements to the Rappahannock County School System.
- Provide copies of licenses and certifications of the firm

### 12.3 Financial

- Provide a first year fixed price to provide the services detailed in the RFP and subsequent pricing as indicated on the bid sheet.



**13.0 Bid Sheet**

**RFP #**  
**Rappahannock County Public Schools**  
**Request for Proposal for Heating, Ventilation, and Air Conditioning,**  
**and Automation Comprehensive Maintenance**

Price for Base Contract Year One (Nov 1-June 30, 2018)      \$ \_\_\_\_\_

Price for Base Contract Year Two      \$ \_\_\_\_\_

Price for Contract for Year Three      \$ \_\_\_\_\_

Percent increase for subsequent years % \_\_\_\_\_

**A list of covered equipment must be attached**

Name of Firm \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

---

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

**Bidders failing to provide pricing on all options will be considered  
non-responsive**

## Attachment 1

### A. Virginia Freedom of Information Act

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. Firms may not request that its entire proposal be treated as proprietary information.

**B. Small, Women-owned, Minority-owned (SWAM), and Rappahannock County Business** Specify whether the firm is a SWAM or located within the Rappahannock County boundaries. Firms can only be considered a Small, Women-owned or a Minority-owned Business, if certified by the Commonwealth of Virginia's Department of Minority Business Enterprise (DMBE). All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM firm will be excluded from doing business with the Commonwealth because of their failure to certify as a SWAM firm. The Commonwealth's definitions are:

- **Minority-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity Rappahannock County School Boardship interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.

- **Minority Individual** means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

- "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.

- "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.

- "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.

- "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
- "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.
- **Small Business Enterprise** means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program.
- **Woman-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity Rappahannock County School Boardship interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. If the firm is not a SWAM firm, describe the firm's partnering relationships with SWAM firms and how it plans to support the School System's goal to increase business annually by 5% with these firms.
- **Rappahannock County Business** means any private business enterprise, located within the jurisdictional boundaries of the County of Rappahannock

**C. Proposal Deadline**

All proposals must be received at the Rappahannock County Public School System School Board Office, 6 School House Rd, Washington, VA by 3:00 p.m. on October 27, 2017. Three copies of each proposal must be provided. Any questions concerning this RFP will be directed to Robin Bolt and not to any other person at the School System. The School System will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

Robin Bolt  
 Exec Director of Administrative Services  
 Rappahannock County Public Schools  
 6 Schoolhouse Rd Washington, VA 22747  
 540-227-0023  
 rbolt@rappahannockschoools.us

## Attachment 2

### **Mandatory Contractual Provisions**

#### **A. Nondiscrimination**

During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the School System does not discriminate against faith-based organizations.

#### **B. Conflict of Interests**

The Selected Firm represents to the School System that it's entering into this Agreement with the School System and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

#### **C. Assignment**

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

#### **D. Amendments**

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the School System's Superintendent and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

#### **E. Notices**

All notices will be given in writing and deemed given when delivered to, or deposited in the U.S. Postal Service mail, certified mail return receipt requested, and addressed to the other party as shown below. If to the School System:

Robin Bolt

Exec Director of Administrative Services

Rappahannock County Public Schools

6 Schoolhouse Rd. Washington, VA 22747

540-227-0023

rbolt@rappahannockschools.us

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If to the Selected Firm:

The person signing the Selected Firm's proposal in response to the School System's RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

#### F. Independent Contractor

The Selected Firm is not an employee of the School System, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the School System, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm to make commitments which will bind the School System, or to otherwise act on behalf of the School System, except as the School System may expressly authorize in writing.

#### G. Worker's Compensation and Employers Liability

The Selected Firm will comply with all federal or state laws and regulations pertaining to Worker's Compensation Requirements for insured or self-insured programs.

#### H. Drug-Free Workplace

The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement and the Commonwealth of Virginia, Department of Personnel and Training Policy Number 1.02 executed by Governor Lawrence Douglas Wilder on July 1, 1991, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on the School System's property. During the performance of this Agreement, the Selected Firm agrees to 1) provide a drug-free workplace for the Selected Firm's employees; 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 Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Selected Firm that it maintains a drug-free workplace; and 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 agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

#### I. Information Technology Access Act

In accordance with §§ 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

##### Contractor License Requirements

State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain a State of Virginia

Class A, B, or C Contractor License for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.

License # \_\_\_\_\_ Type \_\_\_\_\_

A copy of the license must be furnished upon request to the School System

### **Attachment 3**

#### **Contractual Provisions**

##### **A. Goods and Services**

During the term of this Agreement, the Selected Firm will provide for the School System the goods and services offered to the School System by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the School System and as may be further specified by the School System in writing when it selected the firm.

##### **B. Contract Administrator**

The School System will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the School System for day-to-day operations, but cannot approve amendments to the Agreement or price changes.

##### **C. Waiver**

No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

##### **D. Governing Law**

This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia. The Court of Record will be the Rappahannock County, Virginia.

##### **E. Termination**

If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the School System, and, upon receipt of notice from the School System, does not correct the deficiency, to the School System's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the School System reserves the right to terminate this Agreement upon written notice to the Selected Firm.

##### **F. Non-Appropriation**

Funding for any Agreement between the School System and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly, Rappahannock County Board of Supervisors, and the Rappahannock County School Board and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated effective the last day for which appropriated funding is available.

##### **G. Insurance**

Listed below is the insurance which the Selected Firm must maintain under any Agreement resulting from this RFP. Each Firm will propose insurance which meets or exceeds the needs of the School System, and underwritten by insurers that maintain at least an A- financial rating with A.M. Best Company. No Agreement will be executed by

the School System until the Firm satisfies the insurance requirements of the School System. The Selected Firm will provide the School System with a valid Certificate of Insurance before providing any goods or services to the School System. The School System reserves the right to approve any insurance proposed by the Selected Firm.

**Comprehensive Commercial General Liability** The Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of \$2,000,000 per occurrence and a \$3,000,000 aggregate limit, with coverage for premises and operations, personal injury, contractual, and products/completed operations--\$3,000,000 aggregate limit. **Commercial Automobile Insurance** the Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per accident, covering all owned, hired, and non-owned vehicles. **Workers Compensation and Employers Liability** the Selected Firm and any Subcontractor will maintain workers compensation insurance, providing coverage in accordance with the Virginia Workers' Compensation Act. This insurance will also provide employers liability coverage with limits of at least \$1,000,000.

#### H. Payment Terms

Invoices correctly submitted to the School System for Services completed will be paid Net 30 days after receipt and School System approval of invoice.

#### I. Small, Women-owned and Minority (SWAM) Business Reporting

The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the School System under the resulting Agreement.