

# REQUEST FOR QUALIFICATIONS PROPOSAL (RFP)



Issue Date: September 17, 2021

RFP# 2022-RFP-310123

Title: Lambs Lane/AHS Campus Master Plan

Issuing Agency: County of Albemarle  
Purchasing Office  
401 McIntire Road, Room 248  
Charlottesville, VA 22902

Period of Contract: One (1) year from the date of executed contract.

Sealed Proposals will be received until 3:00 p.m. on October 12, 2021 for furnishing the services described herein. Proposals received after the announced time and date for receipt will remain unopened. **No telephoned, or faxed proposals will be considered.**

The coversheet of the proposal shall be clearly marked as follows:

RFP#:	2022-RFP-310123
TITLE:	Lambs Lane/AHS Campus Master Plan
PROPOSAL DUE:	Tuesday, October 12, 2021 – No later than 3:00 p.m.

All Inquiries for Information Should be Submitted in Writing and Directed To: Vidhi Danak at [vdanak@albemarle.org](mailto:vdanak@albemarle.org).

PROPOSALS SHALL BE SUBMITTED ELECTRONICALLY BY THE STATED DUE DATE AND TIME, BY EMAIL TO [rfq@albemarle.org](mailto:rfq@albemarle.org), and copy to [vdanak@albemarle.org](mailto:vdanak@albemarle.org).

PRE-PROPOSAL CONFERENCE: An optional preproposal conference will be held on September 22, 2021 at 2:00 p.m. via Zoom (See Section IX for information on preproposal conference).

In compliance with this request for proposal and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name And Address Of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Virginia Contractor License No. \_\_\_\_\_

Class: \_\_\_\_\_ Specialty Codes: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature In Ink)

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

**I have the authority to bind the corporation.**

SMALL, WOMAN, MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS:  YES;  NO

*IF YES* ⇒ ⇒  SMALL;  WOMAN;  MINORITY;  SERVICE DISABLED VETERAN-OWNED

***This public body does not discriminate against faith-based organizations in accordance with the Virginia Code § 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.***

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for a comprehensive Master Plan for the Lambs Lane/AHS Campus. Albemarle County Public Schools is seeking proposals which will establish a phased plan to include short-term and long-term solutions that maximize both the educational and community-based potential of the entire Lambs Lane/AHS Campus area.
- II. **BACKGROUND:** The Lambs Lane/AHS Campus area covers approximately 217 acres adjacent to the intersection of Hydraulic Road and Lambs Road. It currently is the home of four ACPS schools: Greer Elementary School, Jack Jouett Middle School, Albemarle High School, and Ivy Creek School. In addition, it houses the ACPS Transportation Department (offices, VMF and fueling station), Building Services (including the Division's Data Center recommended for replacement with a new structure), and a number of athletic fields that serve both the schools and the community.

In July 2020, the Boys and Girls Club of Virginia leased part of the campus (formerly the AHS driver training range) to build a new facility which will serve children of the Lambs Lane/AHS Campus and the greater community. The campus will include age-specific activity areas, a gymnasium, handball courts, food service areas, regional offices, an amphitheater, outdoor activity fields and walking trails. The Boys and Girls Club has a projected completion date of August 2022.

Due to the central location of the Lambs Lane/AHS Campus and the high number of students it serves, it has been suggested that improvements to the overall campus area would be beneficial to students, staff and the community at large. Improvement suggestions have included aesthetics, outdoor spaces, traffic & parking, academics, athletic fields, community spaces, etc. This study will address immediate needs (1-2 years), mid-range needs (3-5 years) and long-term needs (up to 30-years), which could include relocation of some existing function (i.e., Building Services & Transportation) to other sites yet to be determined. Projected demographics will be provided to the contractor by the owner as requested.

- III. **PROCUREMENT SCHEDULE AND TERM OF ANTICIPATED CONTRACT:** This study will be executed from fall 2021 through winter 2022. During the course of the study, there will be a minimum of one progress/review meeting per month with a written summary by the contractor. The owner reserves the right to schedule additional meetings as necessary depending upon need and circumstances. The study should be completed with a final comprehensive report submitted by April 1, 2022.
- IV. **COMPETITION INTENDED:** It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source, or otherwise restrict competition. All comments, questions, or requests for clarification, including any notification regarding restrictions to competition, must be received by the Purchasing Agent not later than seven (7) days prior to the date set for receipt of offers. Offerors may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The School Board will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to the solicitation. It shall be the responsibility of the Offeror to acknowledge all addenda by signing and returning a copy of all addenda with the offer submission or by separate acknowledgement of each addendum by number and date, in writing. Offerors are advised to contact this office to confirm the number of addenda five (5) days before the date established for offer due date. All addenda will be issued by not later than five (5) days prior to offer due date.

- V. **STATEMENT OF NEEDS:** The primary purpose of the Lambs Lane/AHS Campus Master Plan will be to establish an initial roadmap to support the educational, social, recreational and cultural goals of the ACPS School Board, administration, staff, students, parents and the greater community. Specific goals will be identified through a variety of data-gathering methodologies, including online surveys, public meetings, appointed committees, focus groups, etc., in accordance with COVID Guidelines (See Attachment I), and may include areas of curriculum support, instructional and program facilities, integrated planning for technology and communications, community-based partnership programs, student/parent/staff support services, recreational facilities, and other mixed-use projects. The primary objective of the Master plan is to facilitate decision-making and prioritization processes for both new

construction and renovation/relocation of existing facilities on the site, utilizing both short-term and long-term project phasing. This will culminate in a Master Plan Report which includes but is not limited to the following:

Project Execution:

1. Review and assessment of existing conditions
  - Current maps/plans
  - Albemarle County GIS
  - Site visits
  - Meetings w/ BSRV staff as needed
2. Analysis of site opportunities and constraints
3. Data gathering and assessment of stakeholder input
  - Students, parents, staff, community, other relevant stakeholders
  - Plan/methodology for data compilation and utilization
4. Concept Design & Phasing
  - Prioritization of Project Goals:
    - Methodology for assessment of goals and visions
    - Methodology for prioritization of goals and visions
    - Methodology for resolving unaligned/conflicting goals and visions
    - Coordination/integration with current project planning (LRP goals, Boys & Girls Club, etc.)
    - Methodology for determining short-range, medium-range and long-range recommendations
    - Incorporation of a modifiable rubric or matrix which will provide continued value of the study should priorities and phasing change over time.
5. Further scope development as deemed necessary
6. Narrative, graphics, and presentation to support all of the above.

Major Project Factors:

1. Beautification:
  - a. Landscaping and natural resource management
  - b. Aesthetic screening of usage areas from public right-of-way (both pedestrian & vehicular)
2. Signage: Comprehensive and consistent signage scheme throughout entire campus area
3. Vehicular traffic management: entire campus area
  - a. School sites: parking/circulation/egress
  - b. Campus access: traffic management options for both the Lambs Lane/Lambs Road/intersections and potential new connector/access roads
  - c. Emergency access: planning for alternative vehicular access to Lambs Lane facilities in the event of security, medical or other types of emergencies
  - d. Bus lanes & drop-off/pickup loops
4. Pedestrian/bicycle traffic management: entire campus area
5. Instructional, curricular and technology needs:
  - a. Conceptual building addition locations
  - b. New construction of another school facility, named Center III
6. Recreational needs:
  - a. Schools
  - b. Community

7. Multipurpose needs of surrounding community
  - a. Support Services for at-risk and marginalized populations (school & community)
  - b. Convenient service sector amenities
  - c. Community meeting spaces (indoor & outdoor)
  - d. Adequate parking facilities for all activities
8. Growth:
  - a. Opportunities for new construction on unimproved building site areas
  - b. Potential for relocating Transportation and Building Services departments to better utilize existing site. (Relocation sites are yet to be determined and will not be a part of this study).
  - c. Intentional planning for diversity, equity and inclusion
  - d. Intentional planning for future technology opportunities
9. Benchmark assessment/evaluation of current campus use vs. potential long-term opportunities based on:
  - a. Logistics
  - b. Financial commitment
  - c. Growth
  - d. Identified greatest needs
  - e. Assessment of site usage relative to capacity/potential of site and surrounding area

## VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

### A. GENERAL INSTRUCTIONS:

1. RFP Response: To be considered for selection, offerors must submit a complete response to this RFP. One (1) original of the proposal must be submitted by email to [rfq@albemarle.org](mailto:rfq@albemarle.org), and copy to [vdanak@albemarle.org](mailto:vdanak@albemarle.org) in PDF format to the County as a complete sealed proposal. No other distribution of the proposal shall be made by the offeror.
2. Redacted Copies: In addition to the RFP Response specified above, proposals must include an electronic redacted copy of the proposal in accordance with the identified proprietary or confidential information, as determined by the Offeror. The redacted proposal, with proprietary language or data removed or blacked out, will be made available to the public in accordance with § 2.2-4342F of the Code of Virginia in response to requests for documents. It shall be the sole responsibility of the Offeror to ensure the supplied, redacted copy protects the firm's interests with regards to proprietary or confidential information that, in accordance with § 2.2-4342F of the Code of Virginia may be considered protected information.

No other distribution of the proposal shall be made by the offeror.

### 3. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the County of Albemarle requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements.

Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
  - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of *Virginia Code § 2.2-4342(F)*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
  - g. Fees for professional services are NOT to be included in the original proposal submittal; however, firms selected for discussion may be required to furnish non-binding estimates of professional fees, including projected man-hours, hourly rates, reimbursable expenses and other miscellaneous charges. The County reserves the right to require fee proposals be submitted by a specified deadline. The County may reject any fee proposals that are submitted after the designated date and time.
  - h. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. 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 County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Section 1 – Methodology/Specific Plan: Provide a description of methodology of the offerors design and management processes incorporating an understanding of the goals and criteria of this project and how the offeror intends to meet those goals and criteria. Provide a specific plan for providing the service including:
  - A clear narrative of approach methodology including what, when and how the service will be performed.

- A timeline to include, but not limited to:
  - a. Scope for both short-term and long-term phases of the project
  - b. Timeline and methodology for gathering, recording, analyzing and sharing stakeholder data
  - c. Tasks (some may overlap)
  - d. Content/description of work in each task
  - e. List of deliverables for each task

2. Section 2 – Experience: A written narrative statement to include:

- Experience in providing the services described herein.
- Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, consultants, and sub-consultants to be assigned to the project. Project Team and Team members’ experience/resume with studies of this proportion. Provide the length (time and number of projects) of relationship the offeror has with the proposed employees, consultants, and sub-consultants.
- Resumes of staff to be assigned to the project.
- Sample report of a previous similar study and client – minimum of one
- References: Provide at least four references for which work of a similar nature to that described herein was performed within the past three years. The reference should include the name, title, address, phone number, and email for the person on the owner’s team most intimate with the details of project being referenced. See Attachment B - Offeror Data Sheet.

3. Section 4 – Additional Information: This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.

- Describe any planned use of small businesses and businesses owned by women and minorities and service disabled veterans in fulfilling this contract.
- Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- Attachment C – State Corporation Commission Form – Pursuant to Virginia Code § 2.2-4311.2(B), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- Attachment D – Certification of No Collusion
- Attachment E – Certification of Crimes Against Children and Acts of Moral Turpitude
- Attachment F – Insurance Requirements
- Attachment G – Proprietary/Confidential Information Identification – See VI. A. 2, above.

VII. EVALUATION AND AWARD CRITERIA: This section is in two parts. The first part, “Evaluation Criteria,” explains how the proposals will be evaluated. The second part is the “Award of Contract” clause that states how the award will be made.

A. EVALUATION CRITERIA: Proposals shall be evaluated by the County of Albemarle using the following criteria:

<u>Evaluation Criteria</u>	<u>Point Value</u>
Offeror’s methodology/specific plan or approach employed to perform project scope of services. What do you propose the study should include? An outline and support documentation	35
Overall qualifications and capacity of the firm to perform the services required.	25
Experience and qualifications of the proposed personnel assigned to provide the services.	25
Proposed schedule for performing services indicating the ability to meet required deadlines.	15

B. AWARD OF CONTRACT: Procurement of professional services. The County of Albemarle shall engage in individual discussions with two or more Offerors deemed 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, the public body 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 competitors. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County 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 ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror(s). The County shall award a contract, or contracts, in such form, terms and conditions as found at Attachment H hereto. **A School Board contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.** Any Offeror that requires, as policy of the Offeror, certain terms and conditions to be included in the contract shall provide such with the written proposal submission. Albemarle County School Board Terms and Conditions shall take precedence over any conflicting Offeror terms and conditions. Should the Purchasing Agent, determine in writing and in their sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, the contract may be negotiated and awarded to that Offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract, or contracts, can be negotiated at a fair and reasonable price or prices. Should the County Executive or Purchasing Agent determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. The County School Board reserves the right to make multiple awards to multiple contractors, as determined to be to the best advantage to the County School Board.

VIII. REPORTING AND DELIVERY INSTRUCTIONS:

- A. The contractor shall provide a monthly progress report to the project manager outlining the following:
1. The specific accomplishments achieved during the reporting period.
  2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.

3. The projected completion dates for the remaining specific tasks required by the contract.
- B. Within thirty (30) calendar days after the award date of the contract, the contractor shall furnish a preliminary outline of the organizational structure of the final report to the project manager.
    1. The preliminary outline shall delineate the main topics and subtopics that will later be described in detail in the final report.
    2. Beneath each topic and subtopic, the contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
    3. The County shall have the right to edit, modify and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to insure the inclusion of all work required by the contract.
  - C. At least two (2) weeks prior to the submission of the final report, the contractor shall present a preliminary draft of the final report to the project manager. The County shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough written study of all work required by the contract.
  - D. On or before the date specified in the contract, a final report shall be delivered to Lisa Walker, Project Manager for its approval. The contractor shall furnish two hard copies and one electronic copy of the final report to the Project Manager.
  - E. The contractor shall make at least one (1) oral presentation of the final report to persons or organizations as deemed necessary by the County.

IX. PRE-PROPOSAL CONFERENCE: An optional preproposal conference will be held on September 22, 2021 at 2:00 p.m. via Zoom.

Join Zoom Meeting

<https://k12albemarle.zoom.us/j/83913758894?pwd=K0hCZUFmM0g2N0VEZkVnSWNxQnBXZz09>

Meeting ID: 839 1375 8894

Passcode: 694273

One tap mobile

+13126266799,,83913758894# US (Chicago)

+16465588656,,83913758894# US (New York)

X. GENERAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the County of Albemarle will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Albemarle has purchased or uses any of its products or services, and the contractor shall not include the County of Albemarle in any client list in advertising and promotional materials, unless the contractor has been given written permission by a County representative who is authorized to sign on behalf of the County.
- B. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given via a posting of written notice on the Purchasing webpage at [www.albemarle.org/purchasing](http://www.albemarle.org/purchasing).
- C. ANTI-TRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Albemarle all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Albemarle under said contract.
- D. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The County and the contractor

are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the Albemarle County Purchasing Manual, Chapter 26-3. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- E. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.
- F. AUTHORITY TO TRANSACT BUSINESS: Pursuant to Virginia Code § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current through the life of the awarded contract.
- G. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- H. CANCELLATION OF CONTRACT: The County may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.
- I. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
  - A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance approval of the County Administrator or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
  - B. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
    - 1. By mutual agreement between the parties in writing; or
    - 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - 3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.
- J. CLARIFICATION OF TERMS: The County will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications shall be directed to the Purchasing Division and any material change will be submitted to all Offerors through issuance of an addendum. **Any questions related to this solicitation MUST be submitted to the contact named on the first page of this solicitation no fewer than seven (7) work days prior to the bid opening or proposal closing date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time

specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process. Any contact with any County representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

- K. **COLLUSIVE OFFERS:** The offer of any Offeror or Offerors who engage in collusive practices shall be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties shall be considered a collusive Offeror. The County may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section shall prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.
- L. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that, in the event that any awarded contract involves information and data obtained as to personal facts and circumstances related to patients, students or clients, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the County's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the County of any breach or suspected breach in the security of such information. Contractors shall allow the County to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- M. **CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:** All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's offer. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.
- N. **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 an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) 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. A copy of the license must be furnished upon request to the County of Albemarle.
- O. **CONTRACTUAL CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The County has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the County's Purchasing Office. Contractual disputes shall also be subject to the provisions of Virginia Code § 2.2-4363(D) and (E) (exhaustion of administrative remedies) and § 2.2-4364 (legal actions).
- P. **DEBARMENT STATUS:** By submitting their offers, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- Q. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- R. **DRUG-FREE WORKPLACE:** Pursuant to Virginia Code § 2.2-4312, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to 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; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding

upon each subcontractor or vendor. For the purposes of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor’s employees 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.

- S. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.
- T. ETHICS IN PUBLIC CONTRACTING: Pursuant to Virginia Code § 2.2-4367: By submitting a bid, the bidder certifies that their bid is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.
- U. FORM W-9 REQUIRED: Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- V. HEADINGS: Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.
- W. IDLING REDUCTION REQUIREMENT: For any work performed within the City of Charlottesville, contractors are required to comply with the City of Charlottesville’s Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at [www.charlottesville.org/purchasing](http://www.charlottesville.org/purchasing) under the Vendor Registration link.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the County of Albemarle, the Contractor certifies that the Contractor 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.
- Y. INCLEMENT WEATHER/CLOSURE OF COUNTY OFFICES: If the County of Albemarle is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- Z. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the County and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the County and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, County officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor’s subcontractors, agents or employees in the performance of Contractor’s or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

Pursuant to Virginia law, the County of Albemarle, Virginia may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.

- AA. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the types of coverages and minimum limits specified in the attached document, INSURANCE REQUIREMENTS, protecting from claims which may arise out of or result from the Offeror’s performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable.
- BB. NEW EQUIPMENT: Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.

CC. NON-DISCRIMINATION: By submitting their bids or proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and Virginia Code § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Virginia Code § 2.2-4343.1(E)).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
  - A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor shall state that it is an equal opportunity employer.
  - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor

DD. NON-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and 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, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

EE. NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The County of Albemarle does not discriminate against faith-based organizations.

FF. OFFER ACCEPTANCE: Bids or Proposals (Offers) must be submitted by the date and time stated in this solicitation. Offers will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of Offer.

GG. ONLINE VENDOR REGISTRATION REQUIRED: In the event of contract award, vendor is required to register using the County's online vendor registration in order to issue purchase orders and payments to your firm. Further information regarding our online vendor registration can be found on our website at <https://www.albemarle.org/government/finance/procurement/vendor-registration>.

HH. OSHA STANDARDS: All contractors and subcontractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

II. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Contractor for the County are the sole property of

the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

JJ. PAYMENT:

a. To Prime Contractor:

1. The County shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the County shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the County fails to make payment by the required payment date, the County shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
2. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the County with a federal employer identification number, prior to receiving any payment from the County.
3. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number.
4. All goods or services provided under this contract or purchase order, that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which County department is being billed.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any County department of its prompt payment obligations with respect to those charges which are not in dispute (Virginia Code § 2.2-4363).

b. To Subcontractors:

1. A contractor awarded a contract under this solicitation is hereby obligated:
  - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - ii. To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions 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 the County.

KK. PERMITS AND FEES: All offers submitted shall have included in price, the cost of any business or professional licenses, permits or fees required by the County of Albemarle or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

- LL. PRECEDENCE OF TERMS: The following General Terms and Conditions: applicable laws and courts, anti-discrimination, ethics in public contracting, immigration reform and control act of 1986, debarment status, antitrust, mandatory use of county form and terms and conditions, clarification of terms, payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this solicitation, the Specific Terms and Conditions shall apply.
- MM. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts and other public records relating to the County's 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 (Virginia Code § 2.2-3700 et seq.). Any offeror, upon request, shall be afforded the opportunity to inspect bid or proposal records within a reasonable time after the opening of all bids but prior to award, except in the event the County decides not to accept any of the offers and to reopen the solicitation. Otherwise, bid or proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by a offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code § 2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid or proposal submission or volume as being "confidential" shall not be sufficient to invoke the protections referenced above.
- NN. QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any offer if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- OO. RIGHT TO ACCEPT OR REJECT OFFERS: The County reserves the right to accept or reject any or all offers in whole or in part and to waive any informality in the offer. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.
- PP. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the County of Albemarle to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the County's procurement activities. Toward that end the County of Albemarle encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Upon request, a list of certified businesses under this requirement shall be made available.
- QQ. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Virginia Code § 2.2-4311.2(B), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.
- RR. TAXES: Include only taxes applicable to the project in this bid or proposal. The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County's tax-exempt status will be furnished by the County of Albemarle upon request.
- SS. TESTING AND INSPECTION: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- TT. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their offers, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- UU. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and

suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.

VV. VIRGINIA GOVERNMENTAL FRAUDS ACT: Each offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each offeror is required to submit a certification that its offer, or any claim resulting there from, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in Virginia Code § 18.2-498.5. As part of this offer a notarized Certificate of No Collusion must be submitted with the offer. Certificate attached.

WW. The terms and conditions set forth above within this solicitation shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

XI. SPECIFIC TERMS AND CONDITIONS:

- A. ADDITIONAL SITES: The County of Albemarle reserves the right to add additional sites during the term of this contract as needed. When sites are added, all awarded Contractors will be contacted and pricing will be requested. The additional site will be awarded to the contractor who submits the lowest pricing based on the requirements of that request. A contract modification will then be completed.
- B. 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 the County of Albemarle, whichever is sooner. The agency, its authorized agents, and/or the County of Albemarle shall have full access to and the right to examine any of said materials during the said period.
- C. AWARD TO MULTIPLE OFFERORS: The County of Albemarle reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The County of Albemarle reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County of Albemarle also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- D. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Albemarle County Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the County of Albemarle and to the Albemarle County School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to *Virginia Code* § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the County of Albemarle and the Albemarle County School Board of any event that renders this certification untrue.

XII. METHOD OF PAYMENT: The contractor will be paid after services rendered, within forty-five (45) days from the receipt of invoice. Invoices should be sent on a monthly basis.

XIII. ATTACHMENTS:

ATTACHMENT A	Not Used
ATTACHMENT B	Offeror Data Sheet
ATTACHMENT C	State Corporation Commission & Registered Agent Form
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Certification of Crimes Against Children and Acts of Moral Turpitude
ATTACHMENT F	Insurance Requirements
ATTACHMENT G	Proprietary/Confidential Information Identification
ATTACHMENT H	Contract Form
ATTACHMENT I	COVID Guidelines

**ATTACHMENT B**

**OFFEROR DATA SHEET**

Note: The following information is required as part of your response to this solicitation.

- 1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
- 2. Vendor's Primary Contact:  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_
- 3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:  
\_\_\_\_\_ Years \_\_\_\_\_ Months
- 4. Vendor Information:  
FIN or FEI Number: \_\_\_\_\_ If Company, Corporation, or Partnership
- 5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT C

STATE CORPORATION COMMISSION & REGISTERED AGENT FORM

Virginia State Corporation Commission (SCC) registration information.

Code of Virginia § 13.1-757. A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.

The bidder:

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ <b>-OR-</b>
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust <b>-OR-</b>
<input type="checkbox"/>	is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of: <ol style="list-style-type: none"> <li>1. <input type="checkbox"/> Maintaining, defending, or settling any proceeding;</li> <li>2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs;</li> <li>3. <input type="checkbox"/> Maintaining accounts in financial institutions;</li> <li>4. <input type="checkbox"/> Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities;</li> <li>5. <input type="checkbox"/> Selling through independent contractors;</li> <li>6. <input type="checkbox"/> Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts;</li> <li>7. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property;</li> <li>8. <input type="checkbox"/> Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; and holding, protecting, or maintaining property so acquired;</li> <li>9. <input type="checkbox"/> Owning, protecting, and maintaining property;</li> <li>10. <input type="checkbox"/> Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions;</li> <li>11. <input type="checkbox"/> For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films that are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or</li> <li>12. <input type="checkbox"/> Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth; or</li> <li>13. <input type="checkbox"/> Transacting business in interstate commerce.</li> </ol>
<input type="checkbox"/>	is an out-of-state business entity that is including with this bid <b>an opinion of legal counsel</b> which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. <b>Attach opinion of legal counsel to this form.</b>

**Registered Agent Information**

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: \_\_\_\_\_

Physical Address (no Post Office Boxes):

\_\_\_\_\_  
\_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT D**

**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and offer to which this Certification of No Collusion is attached that:

This offer is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this offer the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (§§ 18.2-498.1 *et seq.*)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

**CODE OF VIRGINIA**

**§ 18.2-498.4. Duty to provide certified statement.**

- A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.
- B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

**ATTACHMENT E**

**CERTIFICATION OF CRIMES AGAINST CHILDREN AND ACTS OF MORAL TURPITUDE**

Contractor acknowledges that the implementation of this contract requires Contractor, Contractor’s employees and/or subcontractors to have direct contact with Albemarle County Public Schools’ students. Therefore, Contractor hereby certifies that neither Contractor nor, to the best of Contractor’s knowledge, its employees and/or subcontractors have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor further certifies and shall indicate below whether Contractor and, to the best of Contractor’s knowledge, its employees and/or its subcontractors, who will have direct contact with Albemarle County Public School students, have been convicted of a crime of moral turpitude. Crimes of “moral turpitude” are those crimes involving lying, cheating or stealing.

For the purposes of this certification, "direct contact with students" means being in the presence of students during regular school hours or during school sponsored activities.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1(C), making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Albemarle County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.



Have you or, to the best of your knowledge, any of your employees and/or subcontractors who will have direct contact with students been convicted of a crime of moral turpitude?

NO

YES (please explain)

---

---

---

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## ATTACHMENT F

### INSURANCE REQUIREMENTS

- A. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Businesses who hire subcontractors who will perform the same trade or are hired to fulfill contract requirements must include the subcontractor's employees when determining the total number of employees for workers compensation. A waiver of subrogation in favor of the County of Albemarle and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
  - b. Employer's Liability - \$1,000,000 each accident/\$1,000,000 each disease-policy limit/ \$1,000,000 each disease- each employee. This policy shall specifically list Virginia as a covered state.
  - c. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate limit, and a per project aggregate limit of \$2,000,000. CGL form CG 2010 11/85 edition or its equivalent is required to be endorsed to the commercial general liability policy. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and premises, operations and products and completed operations coverage. The County of Albemarle and its officers, employees' agents and volunteers must be named as additional insureds and be so endorsed on the policy on a primary and non-contributory basis. CG 20 01 04 13 or its equivalent is required to be endorsed to the commercial general liability policy. A waiver of subrogation in favor of Albemarle County Government is required on the commercial general liability policy.
  - d. Automobile Liability - \$1,000,000 per accident. Coverage is to include hired, owned, non-owned, temporary, and leased vehicles. An additional insured endorsement in favor of the County of Albemarle and its officers, employees, agents and volunteers is required on the Commercial auto policy on a primary and non-contributory basis. CA 04 49 11 16 or its equivalent is required to be endorsed to the commercial auto policy. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the commercial auto policy.
  - e. Umbrella Liability Coverage- minimum coverage of \$1,000,000 or greater; must be follow form and go over the underlying general liability, commercial auto and employer's liability policies. The County of Albemarle and its officers, employees, agents and volunteers must be named as additional insureds and be so endorsed on the umbrella policy on a primary and non-contributory basis. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the umbrella policy.
  - f. Professional (E&O) Liability Insurance: \$1,000,000.

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the County;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence-based policy; professional liability may be claims made basis;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the offerors' policy regardless of the minimum requirements specified in the Contract.

**Proof of Insurance:** Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the County certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the County; and (iii) the Offeror shall deliver to the County endorsements to the policies which require the County and its officials, officers, employees, agents and volunteers be named as “additional insured”. Policies which require this endorsement include: Commercial General Liability, Automobile Liability and, umbrella or excess liability coverage as detailed below. Such endorsements must be approved by the County, and (iv) upon the request of the County, provide any other documentation satisfactory to the County in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The County shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

**Effect of Insurance:** Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the County for any liability to the County, as specified in any other provision of this contract, and the County shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

**Waiver of Subrogation:** The Offeror agrees to release and discharge the County of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

**Sovereign Immunity:** Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the County's sovereign immunity under law.

**Right to Revise or Reject:** The County reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

**Umbrella or Excess Liability Coverage** shall provide additional coverage limits over the underlying commercial general liability, commercial automobile, and employer's liability insurance with the broadest coverage available between the umbrella or excess liability policy and the underlying policies. This insurance shall name the County and its officials, officers, and employees and agents as “additional insureds” by **endorsement** to the Umbrella or Excess Liability policy on a primary and non-contributory basis. Such policy shall not have a restriction on the limits of coverage provided to the County of Albemarle as an additional insured. The County of Albemarle shall be entitled to protection up to the full limits of the Offeror's policy regardless of the minimum requirements specified in this contract.

**Professional Liability Insurance:** At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 per claim/\$2,000,000 aggregate (“Required Insurance”). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the County. Upon execution of this Agreement, Offeror shall provide the County with a certificate of insurance, or other written documentation satisfactory to the County in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the County. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the County to terminate this Agreement without notice to Offeror and without penalty to the County.



**ATTACHMENT H**

**SAMPLE**  
**CONTRACT # \_\_\_\_\_**  
**BETWEEN OWNER AND ARCHITECT/ENGINEER**  
**FOR PROFESSIONAL SERVICES**

This Contract dated this \_\_\_ day of \_\_\_\_\_, 2020, is between the School Board of Albemarle County, Virginia, a body corporate under the laws of the Commonwealth of Virginia. (“Owner”), and NAME OF A/E, type of business and where such as, a Virginia corporation. (“Architect/Engineer”), and is binding among and between these parties as of the date of the Owner’s signature.

**RECITALS**

1. The legal address for the Owner and for the Architect/Engineer and the addresses for delivery of Notices and other project documents are as follows:

**Owner:           The School Board of Albemarle County, Virginia**  
Attention:       NAME OF PROJECT MANAGER  
Address:         Albemarle County Office Building  
                    401 McIntire Road  
                    NAME OF DEPARTMENT AND DIVISION

City, State, Zip: Charlottesville, Virginia 22902-4579  
Telephone:       (XXX) XXX-XXXX                               Fax: (XXX) XXX-XXXX

**A/E:               NAME**  
                    ADDRESS

City, State, Zip: CITY, STATE, XXXXX  
Telephone:       (XXX) XXX-XXXX                               Fax: (XXX) XXX-XXXX

2. The Owner contemplates development of the following identified as NAME OF PROJECT. Project can generally be described as GIVE GENERAL DESCRIPTION

**PROJECT SCHEDULE** (Completed documents shall be submitted by the following dates):

Design Phase:

Bidding and Award Phase:

Construction Phase:

Project Closeout Phase:

3. After competitive negotiation pursuant to the Virginia Public Procurement Act, the Owner has selected above-named A/E to perform the duties of A/E for the above-described project (“the Project”).

4. The rights and duties of the Owner and A/E applicable to County projects are set forth in Chapters 1, 2, 3, Chapter 4 (Sections 4.0 through 4.8 only), Chapter 5 (Sections 5.0 through 5.16 only), Chapter 6, Chapter 7 (Sections 7.0 through 7.29 only) and Appendices A through Z of the Commonwealth of Virginia **Construction and Professional Services Manual – 2013 Edition, latest revision, for Architects and Engineers** (hereafter referred to as the **A/E Manual**).

The applicable provisions of the **A/E Manual** listed above and all revisions thereto, shall be incorporated into the “Contract Between Owner and Architect/Engineer for Professional Services” in their entirety, except as amended or superseded in the Contract or an addendum thereto. Architects and Engineers must follow the policies, procedures and guidance in the applicable provisions of the **A/E Manual** listed above in providing services to the County of Albemarle in the planning, design, and execution of both capital outlay and non-capital outlay projects unless otherwise exempt in writing by the Contract.

**All references in the A/E Manual to the “Commonwealth of Virginia”, “Bureau of Capital Outlay Management (BCOM)”, and to the “Agency” shall be read as “County of Albemarle”.**

5. During competitive negotiations, the A/E agreed to provide the A/E services for the Project under the terms and conditions set forth below.

**THEREFORE**, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

**1. Scope of Services**

The A/E agrees to gather data for and confirm with the Owner the detailed requirements of the Project, design the Project, prepare all necessary drawings and specifications, administer the construction contract and otherwise comply with all requirements for Basic Services as set forth in the A/E Manual, including its Appendices, and in the Project Criteria, except for Value Engineering.

Site visits during the construction administration phase (X months) are as follows: X visits by the architect.

The A/E further agrees to provide the following additional services included in the negotiations and set forth in the **Total Contract Amount**:

LIST OF DELIVERABLES

**2. Design-Not-To-Exceed Construction Budget**

The A/E understands and agrees that the construction budget and “**design-not-to-exceed**” amount established for the Project is VERBAL REPRESENTATION OF dollars (\$XXXXXXX). The A/E agrees to design the Project so that bids can be expected to fall within the “design-not-to-exceed” construction budget shown above. If the low bid amount exceeds the “design-not-to-exceed” amount by less than ten percent (10%), the A/E agrees to assist the Owner in negotiations with the low bidder to arrive at a construction contract amount acceptable to the Owner. If the low bid amount exceeds the “design-not-to-exceed” amount by more than ten percent (10%), the A/E agrees, if directed by the Owner, to redesign or modify the design of the Project as necessary to obtain a bid within the “design-not-to-exceed” construction budget. Such negotiations and/or redesign services by the A/E shall be at no additional cost to the Owner.

**3. Contract Amount**

The Owner will compensate the A/E for such basic and additional services, including a budgeted reimbursable expense amount, for the total contract amount of VERBAL REPRESENTATION OF dollars (\$XXXXXXXXX) on the terms and conditions set forth herein as established and agreed upon during competitive negotiations. The amount for reimbursable expense items included in the total Contract Amount shall be adjusted upward or downward by Change Order to reflect the actual amount approved for reimbursement. The maximum fee for each phase is set forth in the Payment Schedule below.

**4. Payment Schedule**

Payments to the A/E shall conform to the requirements in Section 21 of the Terms and Conditions of the A/E Contract, Form CO-3a. The A/E agrees to make payments to its subcontractors; consultants and suppliers shall conform to the requirements in Section 22 of the Terms and Conditions of the A/E Contract, Form CO-3a. Unless

otherwise provided under the Contract Documents, interest on payments due the A/E shall accrue at the rate of one percent per month (§2.2-4354(4) of the Code of Virginia). The fee shall be proportioned as follows:

<b>a. <u>Basic Services</u></b>	
Design Phase	= \$XXXXXX
Bid & Construction Phase	= <u>\$XXXX</u>
Subtotal Basic Services Fee	= \$XXXXXX
<b>b. <u>Additional Services</u></b>	
Total Additional Services Fees	= \$XXXXXX
<b>c. <u>Reimbursables</u></b>	
Total Amount for Reimbursables	= \$XXXXXX
	=====
<b>Total Contract Amount</b>	<b>= \$XXXXXX</b>

**5. Contract Documents**

The following documents form this Contract and are incorporated by reference into this Contract:

- a. This Contract,
- b. Albemarle County Terms and Conditions,
- c. The Commonwealth of Virginia Construction and Professional Services Manual – 2013 edition, latest revision, Chapters 1, 2, 3, Chapter 4 (Sections 4.0 through 4.8 only), Chapter 5 (Sections 5.0 through 5.16 only), Chapter 6, Chapter 7 (Sections 7.0 through 7.29 only) and Appendices A through Z,
- d. Name of Firm proposal, dated \_\_\_\_\_, submitted in response to this requirement,
- e. Architect/Engineer provided certificate of insurance in accordance with the solicitation.

If there is a conflict between terms contained in the listed documents, it will be resolved in descending order of precedence; terms found in the document listed as “a” take precedence over the document listed as “b”, and so forth.

**6. Termination**

The Owner or the A/E may terminate this contract as set forth in the A/E Manual, Form CO-3a, Terms and Conditions of the A/E Contract. This Contract is subject to annual funding by the Board of Supervisors of the County of Albemarle, Virginia, for the services and work specified hereunder. In the event the Board of Supervisors fails to appropriate the funds necessary to perform the services and work specified in this Contract and other contract documents, this Contract shall be deemed canceled, with no penalty to the County, and of no effect, provided notice of such cancellation is given to the A/E within thirty (30) days of the Board of Supervisors final approval of the annual County budget. In the event that this Contract is canceled for the reasons set forth in this paragraph, the A/E will be reimbursed for the value of all work performed or services rendered as of the date of cancellation in accordance with Termination for Convenience clause included in Form CO-3a.

**7. Disputes/Claims**

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the A/E Manual, Form CO-3a, Terms and Conditions of the A/E Contract. Venue for any litigation arising hereunder shall be in the Circuit Court for the County of Albemarle, Virginia.

**8. Clarifications/Modifications to the CO-3a – Terms and Conditions of the A/E Contract**

**Section 16 -- Ownership of Documents and Materials**

Delete the last sentence of the first paragraph which states: “The A/E shall not use these materials on any other work or release any information about these materials without the express written consent of the Owner.”

**Section 21 – Payments to the Architect/Engineer**

Invoices: Monthly invoices will be accepted from the A/E for progress payments based on the proportioning of the fee established by the Manual.

9. **Virginia Public Procurement Act Requirements Regarding Personnel and Workplace**

- a. Pursuant to *Virginia Code* § 2.2-4311, during the performance of this contract, the A/E agrees as follows:
  - i. The A/E will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the A/E. The A/E agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. The A/E, in all solicitations or advertisements for employees placed by or on behalf of the A/E, will state that such A/E is an equal opportunity employer.
  - iii. 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.
- b. The A/E will include the provisions of the foregoing paragraphs (a)(i)-(iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. A/E 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. (*Virginia Code* § 2.2-4311.1)
- d. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Virginia Code* or as otherwise required by law. (*Virginia Code* § 2.2-4311.2)
- e. During the performance of this contract, the A/E agrees to (i) provide a drug-free workplace for the A/E's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the A/E's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the A/E that the A/E maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. (*Virginia Code* § 2.2-4312)

**CONTRACTOR'S ACCEPTANCE**  
**[A/E Firm]**

**COUNTY'S ACCEPTANCE**  
**The School Board of Albemarle County, VA**

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME (type/print) \_\_\_\_\_

NAME (type/print) Allison McNally

TITLE \_\_\_\_\_

TITLE Chief Procurement Officer

DATE \_\_\_\_\_

DATE \_\_\_\_\_



## COVID-19 POLICIES FOR THE COUNTY OF ALBEMARLE FACILITIES PLANNING & CONSTRUCTION PROJECTS

*Effective October 22, 2020*

**ALL CONTRACTORS SHALL SUBMIT A PROJECT SPECIFIC COVID-19 MITIGATION PLAN WHICH COMPLIES WITH ALL FEDERAL, STATE AND LOCAL GOVERNMENT REQUIREMENTS AND RECOMMENDATIONS. THIS PLAN MUST BE SUBMITTED TO THE COUNTY PROJECT MANAGER PRIOR TO BEGINNING ANY WORK.**

The following are minimum plan requirements which been established per the CDC's recommendations, the Governor of Virginia, the County of Albemarle and/or Albemarle County Public Schools:

### **JOBSITE ENTRANCES**

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- If entering a County or School owned facility, then workers shall complete the posted Self Screening/ Risk Assessment. Workers shall only use designated visitor entrances unless otherwise approved.
- For work outside County or School Owned facilities, the Contractor shall post and implement their own screening procedure at all jobsite entrances.
- Contractor shall provide and post "Construction Work Area" signage at any jobsite entrances.
- Contractor shall provide hand washing station or alcohol-based hand sanitizer at all job site entrances.
- The best way to prevent illness is to avoid exposure to the virus so if a worker or their family member are sick then they need to stay home and immediately contact their Supervisor.

### **REPORTING**

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- Contractors shall report a diagnosis of COVID-19 to their local health district and the County Project Manager within 24 hours. If the County Project Manager is unavailable, then contact the Chief of Facilities Planning & Construction.

### **PERSONAL PROTECTIVE EQUIPMENT (PPE)**

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- Per the Albemarle County emergency ordinance, cloth face coverings must be worn in all indoor public spaces and in all outdoor public spaces where 6' of physical distancing is not able to be maintained.
- On school properties face coverings shall be worn in all outdoor spaces regardless of physical distancing. Bandanas, neck gaiters, scarves, and face shields without an underlying mask or acceptable face covering are also not permitted.

### **SOCIAL DISTANCING**

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- All workers should practice social distancing, staying at least six (6) feet apart.
- Work requiring close contact with other workers or the public should be avoided. When possible evaluate an alternative work plan or shifts to allow minimum physical distancing.
- Per the Albemarle County emergency ordinance, gatherings will be restricted to 50 persons, with limited exceptions.
- Virtual meetings should be held in lieu of attending in person. If in-person meetings are needed, then hold meetings outside or in open areas where possible.

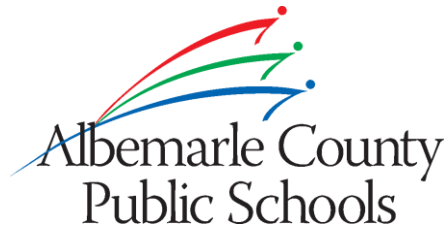
### **SANITATION**

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- Daily cleaning of high touch jobsite surfaces with soap and water then use of a disinfectant shall be performed per CDC guidelines. High touch surfaces include but are not limited to push / pull door hardware, handrails, tabletops, light switches, toilets, faucets and sinks. Special care should be taken when cleaning system and equipment control panels.
- If the Contractors employee or subcontractor has a confirmed diagnosis, then the Contractor shall be responsible for all cleaning and disinfecting the facility per CDC guidelines.

For the most current recommendations and Executive Orders please refer to the following resources:

- Centers for Disease Control <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- Governors Executive Orders <https://www.governor.virginia.gov/executive-actions/>
- Albemarle County Emergency Order <https://www.albemarle.org/Home/ShowDocument?id=5026>



## ACPS FACILITIES COVID-19 SCREENING FOR EMPLOYEES & VISITORS

**PLEASE READ EACH QUESTION CAREFULLY AND SELECT THE ANSWER THAT APPLIES TO YOU.**

In the past 48 hours, have you or has anyone in your household experienced any of the following symptoms:

- |   |                              |
|---|------------------------------|
| • fever (100°F or higher) or chills           | • headache                   |
| • cough                                       | • new loss of taste or smell |
| • shortness of breath or difficulty breathing | • sore throat                |
| • fatigue                                     | • congestion or runny nose   |
| • muscle or body aches                        | • nausea or vomiting         |
|   | • diarrhea                   |

**YES**

**NO**

In the past 14 days, have you been in close contact (within 6 feet for a total of 15 minutes or more over a 24-hour period) with someone with suspected or confirmed COVID-19?

**YES**

**NO**

In the past 10 days, have you been diagnosed with or presumed positive for COVID-19?

**YES**

**NO**

Are you isolating or quarantining because you may have been exposed to a person with COVID-19 or are worried that you may be sick with COVID-19?

**YES**

**NO**

Are you or is anyone in your household currently waiting on the results of a COVID-19 test?

**YES**

**NO**

**Did you answer NO to ALL QUESTIONS?**

Access to ACPS facilities **APPROVED**.

**Did you answer YES to ANY QUESTION?**

Access to ACPS facilities **NOT APPROVED**.  
Please see page 2 for further instructions.

*Thank you for helping us protect you and others during this time.*

# THE SCREENING YOU COMPLETED INDICATES THAT YOU MAY BE AT INCREASED RISK FOR COVID-19.

If you are not feeling well, we hope that you feel better soon!

## HERE ARE INSTRUCTIONS FOR WHAT TO DO NEXT:

1

If you are not already at home, please avoid contact with others and go straight home immediately.

2


Monitor your symptoms and call your health care provider to determine if COVID-19 testing is recommended.

3


If you are an employee, contact your supervisor to discuss options for telework and/or leave.

Before going to a healthcare facility, please call and let them know that you may have an increased risk for COVID-19. In case of a life-threatening medical emergency, dial 911 immediately!


## RETURNING TO WORK: GUIDANCE FOR EMPLOYEES




If you have symptoms consistent with COVID-19, you should contact your health care provider or seek COVID-19 testing. Do not return to work until you are cleared by a health care provider OR you receive a negative test result AND you have been fever-free for 24 continuous hours without the use of fever-reducing medications. If you do not contact your health care provider or seek testing, you must stay home until at least 10 days have passed from the onset of symptoms. **If you test positive for COVID-19 and have symptoms**, you should stay home until at least 10 days have passed from the onset of symptoms AND you have been fever-free for 24 continuous hours without the use of fever-reducing medications AND respiratory symptoms have improved. **If you test positive for COVID-19, but have no symptoms and remain asymptomatic**, you should stay home until at least 10 days have passed since the positive test result. Employees should report a diagnosis of COVID-19 to their supervisor as soon as possible.



If you have a chronic medical condition or have received an alternate diagnosis from a health care provider that causes COVID-19-like symptoms and you need to access an ACPS facility within the next few days, please call your school nurse or the ACPS COVID-19 Coordinator at 434-249-4625 to determine whether you can safely be granted access to an ACPS facility.



If you have been in close contact with someone who has COVID-19, you should stay home and self-quarantine for 14 days from the last day of exposure. **If you are staying home pending the test result of a sick member of your household**, you may return to work if the symptomatic person receives a negative COVID-19 test result.



If you develop symptoms during quarantine, you should obtain a COVID-19 test at the provider of your choice or contact the health department for assistance. Symptomatic employees awaiting COVID-19 test results must not report to work.

This screening tool was developed by the Centers for Disease Control and Prevention (CDC) and adapted for use by Albemarle County Public Schools. For information about COVID-19 and basic instructions to prevent the spread of disease, visit the CDC's COVID-19 website at: <https://www.cdc.gov/covid19>