

**MADISON COUNTY
PUBLIC SCHOOLS
MADISON, VIRGINIA**



REQUEST FOR PROPOSAL

**Design and Installation of Boiler
System for Administration Building**

RFP # 2018-02

Deadline for Submission:

**Friday, May 4, 2018
at 2:00 PM**

Publish date: April 19, 2018

I. PURPOSE - Madison County Public Schools is requesting formal, sealed proposals from qualified firms/Offerors as outlined herein for the Madison County Public School Administration Building (“the Building”) – Boiler. The purpose of this Request for Proposal (RFP) is to establish an agreement through competitive negotiation, for services including design and installation of selected components of the Building’s boiler system and related items (the “Work/Services”). The successful Offeror will submit the required information, be available for interviewing if necessary, and rank highest in the evaluation as outlined below. Offerors are encouraged to submit innovative solutions and/or options which would provide Madison County Public Schools the best overall value and performance.

II. BACKGROUND - The boiler has reached the end of its serviceable lifespan. The system is a hot water closed loop. Madison County Public Schools seeks to replace “like with like.”

Planned Schedule

RFP Issue: Thursday, April 19, 2018.

Onsite Reviews Offered by appointment – It is HIGHLY recommended that potential offerors review the existing system. Contact Earl Keys at (540) 948-3780 to schedule an appointment.

Proposals Due: Friday, May 4, 2018, 2:00 PM EST.

Award: ASAP after evaluations are complete, with a target date no later than May 31, 2018.

Begin work schedule coordination: Immediately upon award.

Work must be completed by Friday, September 28, 2018.

III. SCOPE OF WORK

The Mechanical Contractor will be responsible for:

- Obtaining applicable building permits.
- Removal and disposal of existing fire tube boiler, boiler venting, expansion tank, and any piping not to remain.
- Furnish and install a new steel Burnham fire tube boiler of 50 horse power with a Power flame burner number 2-oil fired, or owner approved equal.
- The burner controls are to have a low-high-low rate of fire.
- The contractor is to be responsible for boiler size selection to match or exceed current building demand.
- The boiler is to be equipped with a factory installed low water cut off device.
- The contractor will be responsible to ensure the boiler selected will meet manufacturer required clearances in the space available.
- A factory authorized startup is required and a copy of the startup report to be provided.
- Install a new compression style expansion tank. The contractor will be responsible for appropriate sizing.
- Install an air separator with automatic vent, pressure reducing fill valve, and back flow preventer to the fill line.
- Investigate and install proper chemical system if deemed necessary to protect boiler hot water system from unwanted, rust, lime scale, or other corrosive materials that may be encountered in well water application.
- The existing hot water pumps can remain, be replaced with equals, or be replaced with equivalent pumps of different capacity if needed to maintain current hot water system flow configuration.
- Upgrade of electrical power wiring, if required, or deemed necessary for safety or code compliance.

- Contractor will be responsible for pump relocation if needed to ensure new boiler will not be damaged due to pump seal failure.
- Contractor will be required to demonstrate that the system has proper hot water flow.
- All piping not remaining in place is to be new; reused piping materials are not permitted. Any required new piping is to match existing, unless otherwise required by boiler installation instructions, or code requirement.
- All new and disturbed hot water piping is to be insulated with fiberglass pipe insulation to meet current energy standards or codes.
- Contractor is responsible for all hot water, make up water, drain, relief, and required vent piping.
- New boiler venting to be installed with materials permitted by code and the recommended manufacturer application.
- Contractor is responsible for examining existing flue to ensure flue is clean and free from damage. The existing flue and vent location to be reused if suitable.
- The boiler is to be connected to the existing control system. Existing system thermostats, aqua stat, or other control mechanisms to be replaced with new equipment comparable to existing.

Project is to have a one year parts and labor warranty from the date the owner accepts the project as substantially complete. Contractor will provide one electronic copy of all operation and maintenance information for all installed equipment and components, startup reports, warranty letter, and documentation of a state boiler inspection.

The building will remain open for business during the entire project. Office hours are 8:00 AM–4:00 PM, Monday – Friday. All work must be completed with minimal disruption to daily work processes of departments housed within the building. The contractor must maintain a tidy workspace and clean / clear all evidence of work from any public area or personnel workspace each day.

The contractor will be responsible for all disposal of any demolished or surplus materials resulting from the project.

Work is to be completed by September 28, 2018. Failure to complete by this date will result in a \$100.00 per calendar day penalty.

III. SUBMISSION OF THE PROPOSAL - One (1) unbound original, and three (3) complete copies of sealed proposals are due and will be accepted at and until Friday, May 4, 2018 2:00 PM EST at the Madison County School Board Administration Building, 60 School Board Court, Madison, VA 22727. As this is a request for a sealed proposals, faxed or emailed proposals will NOT be accepted. Proposals must be sent in a sealed envelope or package. Proposals not received by the date and time listed above will not be considered. The proposal package must be sealed, closed securely, addressed to the attention of Tina Weaver, and be clearly marked with “**RFP# 2018-02**”.

IV. EVALUATION OF THE PROPOSAL - Madison County Public Schools shall provide the mechanism for the evaluation of all information received. Madison County Public Schools reserves the right to make the final determination of responsible offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Madison County Public Schools retains the right to award to one or more than one offeror as is in the best interest of Madison County Public Schools OR to award all or a only a portion of the work. Proposals shall be as thorough and detailed as possible so that Madison County Public Schools may properly evaluate the offeror’s proposed design and the offeror’s capabilities to provide the required services. If a subcontractor is to be used for a portion of the work, please included detailed information pertaining to the background and capabilities of that individual or company.

V. EVALUATION CRITERIA & AWARD

1. Evaluation Criteria - Madison County Public Schools will evaluate timely submitted proposals that provide the best combination of qualifications and value. Firms will be evaluated on the following criteria:

Points

- a. Proposal Quality & Completeness - 15
- b. Quality of Technical Design/Solution - 25
- c. Price (submit a non-binding cost estimate with proposal) – 25
- d. Demonstrated Experience in Successful Completion of Similar Projects - 25
- e. References/Firm Background - 10

Total 100

2. Award - The selection process will be in accordance with Section 2.2-4301 of the Code of Virginia. Madison County Public Schools shall engage in individual discussions with one or more proposers deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Such proposers shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the review.

At the conclusion of the discussion, on the basis of the selection criteria listed in the Request for Proposal and all information developed in the selection process to this point, the selection committee shall select in order of preference one or more proposers whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the proposer ranked first.

If a contract satisfactory and advantageous to Madison County Public Schools can be negotiated at a price considered fair and reasonable, the award shall be made to that proposer. Otherwise, negotiations will be conducted with the proposer ranked second, and so on until a contract can be negotiated at a fair and reasonable price. The award document will be Madison County Public Schools Service Agreement (Appendix B) incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor's proposal as negotiated. Should Madison County Public Schools determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that proposer. In the case that the selected proposer's proposed cost of services exceeds the available funds of Madison County Public Schools, Madison County Public Schools reserves the right to negotiate with the selected proposer for a contract price within available funds. Should Madison County Public Schools be unable to negotiate a price which is suitable, all proposals may be rejected.

3. Additional Information - Requests for any additional information should be directed to Earl Keys in writing at ekkeys@madisonschools.k12.va.us. No questions will be taken later than Thursday, April 26 at 10:00 AM. Addenda will be posted to the Madison County Public Schools' website by Friday, April 27 at 2:00 PM. If the due date should change by addendum, the previously mentioned rule can be used as a guideline instead of the date and time shown below under section VIII.

VI. REQUIRED PROPOSAL INFORMATION (Deliverables) - Include the following within the proposal:

- Provide a detailed description of the design(s) solution which meets the scope of services including at minimum:
 - Make/model units proposed for boiler replacement
 - Description of all actions / replacements / additions / warranties and expected outcomes
 - Estimated schedule from award to completion

- Proposed methodology for integration with existing system
- Listing of qualifications
- References and descriptions of comparable projects/clients (3 minimum)
- Information about firm (how long in business, available services, etc.)
- Provide a cost estimate for total of all services with initial demolition/construction project

VII. CALENDAR OF EVENTS – RFP PROCESS

Event, Date, Time

Release RFP – April 19, 2018.

On-site system reviews: By appointment – Contact Earl Keys at (540) 948-3780.

Receive written inquiries - (no later than) Thursday, April 26 at 10:00 AM.

Madison County Public Schools to answer written inquiries by addenda Friday, April 27 at 4:00 PM.

Receive proposals - up to Friday, May 4, 2018 at 2:00 PM.

Proposal evaluations - 1-3 weeks depending on a variety of factors.

VIII. GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

1. Read Carefully - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

2. Submission and Receipt of Proposals:

- a. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words “Proposal Documents” and proposal number, and received by Madison County Public Schools no later than the specified due date and time for the RFP. Failure to timely submit such proposal shall disqualify the offer and such proposal will be returned to the Offeror unopened. **NO FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED.**
- b. Unless otherwise specified, Offerors must use the RFP General Information Form furnished. Failure to do so shall be grounds for rejection of the proposal.
- c. Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- d. The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping.

3. Important Notice – Addendums and Notices of Award:

All RFP information will be posted on the Madison County Public Schools and findrfp.com websites. Any addendums may be accessed on these websites:

<https://va02207963.schoolwires.net/Page/1>
<http://www.findrfp.com/>

Questions concerning the information contained in the RFP should be sent via email and/or directed to:

Earl Keys
 Tina Weaver
 60 School Board Court
 Madison, VA 22727

(540) 948-3780

ekeys@madisonschools.k12.va.us

tweaver@madisonschools.k12.va.us

4. Acceptance or Rejection of Proposals - Madison County Public Schools reserves the right to accept or reject any or all offers. Madison County Public Schools also reserves the right to award the contract for any such materials, goods or services deemed to best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of Madison County. Madison County reserves the right to make a site visit to the facility prior to proposal award.

5. Proposal Guaranty - The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the Offeror will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract. Madison County Public Schools encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Madison County needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the non-binding price offered has been established without collusion with other eligible Offerors and without effort to preclude Madison County Public Schools from obtaining the lowest possible competitive price. The award will be made to the responsible Offeror whose proposal is determined to be most advantageous to Madison County based on the evaluation factors set forth in this RFP. Costs of developing and delivering responses to the RFP are entirely the responsibility of the Offeror. All materials submitted in response to the RFP become the property of Madison County Public Schools upon delivery to Madison County School Board Administrative Building and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

6. Invoices - The Contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Madison County Public Schools. All invoices must show the purchase order/contract number.

7. Payment Terms - Madison County Public Schools processes invoices on a monthly basis. All properly documented invoices received no later than the last business of each month will be processed in the following month. Invoice payments are typically mailed out by the mid-point of each month.

8. Quality - All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

9. Acceptance of Material - Until such time as all the conditions in the contract are fulfilled, the Madison County Public Schools reserves the right to refuse and return material, at the seller's expense.

10. Warranty>Returns - Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

11. Delivery - Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the RFP or subsequent negotiations, Madison County Public Schools reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future contracts.

12. Default - In case of failure to provide goods/services as specified herein, Madison County Public Schools, after due written notice, may procure goods/services from other sources and hold the Contractor responsible for any and all excess cost occasioned thereby.

13. Copyright or Patent Rights - The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the Madison County Public Schools shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

14. Tax Exemption - Madison County Public Schools is exempt from any taxes imposed by the State and/or Federal Government. Upon notification, Madison County Public Schools will furnish a certificate of tax exemption.

15. Certification and Ability - The Madison County Public Schools reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. Madison County Public Schools may request any or all to furnish proof of experience, ability and financial standing.

16. Compliance with Laws - The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. Madison County Public Schools shall be held harmless from any liability.

17. Authority to Transact Business in Virginia - A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a 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 Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLCs and LLPs shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC. The signature by authorized Offeror representative on this solicitation represents the certification that firm is in compliance with Federal, State, and Local laws and regulations applicable to the performance of the services described herein.

18. Ruling Law - This RFP and any contract executed pursuant hereto of which this RFP shall be an internal part, shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the County of Madison sitting at Madison, Virginia.

19. Nondiscrimination Provisions - During the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or nation origin 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. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

20. Acceptance of Proposal - Receipt of the bid by Madison County Public Schools is not to be construed as an award or an order to ship. The School Board reserves the right to reject any or all bids, to award in whole or in part, to waive any formalities, and may require a "Performance Bond" of the successful vendor to insure performance under the terms of the Service Agreement.

21. Performance and Payment Bonds - The successful Offeror shall deliver to the Madison County Public Schools Finance Department executed Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with Madison County Public Schools as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the

Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Finance Department.

22. Proposer Understanding of Requirements - It is the responsibility of each organization submitting a proposal to inquire about and to clarify any requirement of the RFP which is not understood. Proposers must submit inquiries concerning submittal procedures or specifications concerning this RFP in writing, by mail, email, or via FAX. Madison County Public Schools will issue written responses in the form of an Addendum to this RFP and post these responses on the district's website, at <https://va02207963.schoolwires.net/Page/1> in the same location as the RFP; it is the responsibility of proposers to check the website for any updates or Addenda related to this RFP, and shall acknowledge receipt in the Proposal. Any potential Proposer who provides its name and email address to Director of Administration Tina Weaver will be provided a copy by email of any Addendum at the time of issuance. Only written responses to inquiries concerning procedures or specifications will be considered valid by the Madison County Public Schools. Non-written questions from proposers and verbal responses by the Madison County Public Schools should be limited to simple clarifications and will not be considered valid as part of the process.

23. Incurring Cost - The County is not liable for any cost incurred by any proposer interested in submitting a RFP, or any selected proposer, prior to the execution of a contract.

IX. SPECIAL TERMS & CONDITIONS

1. Audit - The Contractor hereby agrees to retain all books, records, and other documents relative to cost or pricing data for a period of three (3) years from the date of final payment under the contract and the County, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials.

2. Availability of Funds - It is understood and agreed between the parties herein that Madison County Public Schools shall be bound hereunder only to the extent of funds are available or may hereafter become available which, in the sole discretion of the Madison County Public Schools Board, are sufficient to pay the Madison County Public Schools' obligations under the resulting agreement. Contractor shall perform no work which would result in exceeding the dollar limitation of the Madison County Public Schools' Purchase Order without first having obtained approval by Madison County Public Schools.

3. Insurance - The successful Offeror shall procure and maintain general liability and other insurance during the term of the contract as follows:

Workers' Compensation Insurance	statutory limits
Comprehensive General Liability	
Bodily Injury	\$1,000,000 per occurrence
	\$2,000,000 aggregate, if any
Property Damage	\$1,000,000 per occurrence
	\$2,000,000 aggregate, if any
Comprehensive Automobile Liability Insurance	
Bodily Injury	\$1,000,000 per person
	\$1,000,000 per accident
	\$2,000,000 aggregate, if any
Property Damage	\$1,000,000 per occurrence
	\$2,000,000 aggregate, if any
Fire and Casualty	Replacement Cost
Professional Liability	\$2,000,000 per claim
	\$2,000,000 aggregate, if any

The successful Offeror shall provide to Madison County Public Schools a Certificate of Insurance from a carrier acceptable to Madison County Public Schools, evidencing the coverage in the minimum limits set forth above, or equivalent coverage such as through Umbrella Liability coverage. In addition, the successful Offeror will provide a separate endorsement (1) naming Madison County Public Schools as an additional insured for the Comprehensive General Liability and Automobile Liability Policies, which shall include owned, non-owned and hired-car coverage; and (2) assurance that the insurer will provide Madison County Public Schools thirty (30) days' notice of policy cancellation (10 days for non-payment).

The successful Offeror shall obtain and provide to Madison County Public Schools an endorsement to its General Liability Insurance policy to cover its obligations under Paragraph 3 above.

If the successful Offeror's insurance is issued on a "claims-made" basis, the successful Offeror must comply with the following additional conditions. The limits of liability as described previously in these provisions shall remain the same. The successful Offeror must either:

- a. Agree to provide certificates of insurance evidencing the above coverage for a period of three (3) years after final payment under the resulting contract for all policies. This certificate shall evidence a "retroactive date" no later than the beginning of the successful Offeror's work under the contract, **or**
- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

The successful Offeror will be responsible for insuring its equipment or other property against damage or loss from any cause whatsoever.

4. Testing and Inspection - Madison County Public Schools reserves the right to conduct any test/inspection it may deem advisable to assure that items and/or supplies and services conform to specifications.

5. Qualification of Offerors - Madison County Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to Madison County Public Schools all such information and data for this purpose as may be requested. Madison County Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Madison County Public Schools that such Offeror is properly qualified to carry out the obligation of the contract and to complete the work/furnish the item(s) contemplated therein.

6. Changes in the Contract - Madison County Public Schools may order changes within the general scope of the contract at any time by written notice to the Contractor.

7. Antitrust - By entering into a contract, the Offeror conveys, sells, assigns and transfers to Madison County Public Schools all rights, title, and interest in and to all causes of the action it may now 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 Madison County Public Schools under said contract.

8. Assignment of Contract - A contract shall not be assignable by the in whole or in part without the written consent of Madison County Public Schools.

9. Contract - Any contract resulting from this proposal shall consist of the following documents: the

General Terms and Conditions and the Scope of Work, both of which are contained in the RFP, together with the Offeror's response, which consists of this document, the negotiated price schedule, and other related documents attached hereto or submitted with this RFP.

10. Modification of Contract - This RFP and any subsequent contract constitute the entire agreement between the Offeror and Madison County Public Schools. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

11. Cancellation of Contract - Madison County Public Schools reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the Contractor. Any contract cancellation notice will not relieve the Contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by Madison County Public Schools. The opinion of Madison County Public Schools as to lack of performance will be final and without appeal.

12. Immigration Reform and Control Act of 1986 - By signing this proposal, the Offeror certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

13. Kickbacks - Signature by authorized firm representative reflects the certification and warrant that this solicitation, neither the individual nor the Offeror for whom signatory is authorized to act, has offered or received any kickback from any other Offeror, supplier, manufacturer, or sub-Contractor in connection with proposal on this contract, sub-Contractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

14. Debarment - Signature by authorized firm representative reflects the certification that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. Person/firm/corporation has attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s), as applicable.

15. Indemnification - To the fullest extent permitted by law, the vendor shall indemnify and hold harmless Madison County Public Schools and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Madison County Public Schools cannot legally agree to any clause indemnifying the Contractor from any damages arising out of the contract or holding the Contractor harmless. The submission of a bid or proposal means that the Contractor agrees not to request such language in the resulting contract.

16. Drug-free Workplace - During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous places, available to

employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (3) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

17. Proprietary Information - Ownership of all data, materials, and documentation originated and prepared for Madison County Public Schools pursuant to this RFP shall belong exclusively to Madison County Public Schools 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 Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the proposal 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 and may result in rejection of the proposal.

18. Ethics in Public Contracting - This RFP incorporates by reference any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Proposer certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or sub-proposer and that it has not conferred on any public employee having official responsibility for this purchase 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.

APPENDIX A: GENERAL INFORMATION FORM

Business Name:	
Business Address:	
Payment Address, if different from above:	
Business Telephone Number:	
Toll Free Number, if any:	
Business Fax Number:	
Website Address, if any:	
Federal Taxpayer Number (EIN/TIN):	
Contractor's License No.:	
Individual Responsible for Proposal (print name):	
Authorized Representative Printed Name:	
Authorized Representative Signature/Date:	
Authorized Representative Title:	
Authorized Representative Email Address:	
Liability Insurance Coverage	
Insurance Carrier:	
Policy No.:	
Agent/Producer:	
Telephone No.:	
Non-binding Cost Estimate	
The above specified Work/Services is to be completed in a substantial and workmanlike manner for the estimated sum of:	Project _____ Annual Maintenance Fee _____

APPENDIX A: GENERAL INFORMATION FORM (Cont'd)

TYPE OF BUSINESS: (Please check all applicable classifications)

Large

Small. A concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.

Minority-Owned. A business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.

Women-Owned. A business enterprise that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

By submitting this proposal, the Offeror certifies to comply with the identified specifications and/or provisions in a RFP # 2018-02 and any addenda.

NOTE: A copy of Offeror's certificate of liability insurance must be attached to this form to receive consideration. Failure to do so will result in Offeror being considered nonresponsive.

APPENDIX B: Service Agreement

THIS SERVICES AGREEMENT, dated as of this ____ day of _____, 2018, by and between MADISON COUNTY SCHOOL BOARD, VIRGINIA, hereinafter referred to as the “MCSB”, and _____, hereinafter referred to as “_____” or “CONTRACTOR”.

W I T N E S S E T H:

WHEREAS, MCSB has solicited proposals to _____; and,

WHEREAS, _____ was the Offeror selected by a review team as the best qualified and best suited Offeror for the requested services; and,

WHEREAS, the MCSB and CONTRACTOR hereby mutually agree that they shall be bound by this Agreement, and the specifications, terms and conditions which are attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the MCSB and CONTRACTOR mutually agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

§1.1 The CONTRACTOR shall complete the Work/Services described in the Contract Documents, which represent the entire and integrated agreement between the parties hereto. The Contract Documents are enumerated as follows:

1. this Agreement signed by the MCSB and the CONTRACTOR;
2. the Request for Proposals (the “RFP”)
3. Addenda, if any
4. Certificate of Insurance
5. CONTRACTOR’s Proposal (the “Proposal”)
6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - (i) Notice to Proceed
 - (ii) Modifications
 - (iii) Amendments to this Agreement

In the event of a conflict between or among the provisions of this Agreement and the

provisions of the documents incorporated into this Agreement as attachments, the provisions of this Agreement shall take precedence. In the event of a conflict between the provisions of the attachments, the conflict shall be resolved by reference to the attachments in the order specified above.

§1.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the CONTRACTOR. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION

The date of commencement of the Work shall be no later than_____. The Work shall be substantially completed by_____, subject to adjustment as provided in Article 9, and shall proceed substantially in accordance with the schedule outlined in the RFP (page 2).

ARTICLE 3 CONTRACT SUM

§3.1 Subject to additions and deductions in accordance with Article 9, the Contract Sum shall be:

§3.2 The Contract Sum shall include all items and services, including expenses, necessary for the proper execution and completion of the Work.

ARTICLE 4 SCOPE OF WORK

The term “Work” or “Services” means the services required by the Contract Documents, and includes all of the deliverables, expertise, labor, materials, equipment and other services provided, or to be provided, by the CONTRACTOR to fulfill the CONTRACTOR’s obligations. The “Work” or “Services” shall include all work as specified in_____of the Request for Proposals (Attachment TBD) and in_____of the CONTRACTOR’s Proposal (Attachment TBD).

ARTICLE 5 PAYMENT

§5.1 Based on CONTRACTOR’s Application for Payment approved by the MCSB’s Representative, the MCSB shall pay the CONTRACTOR as follows:

Application for Payment for Work completed during the previous 30 days, must be submitted on or before the last business day of any month to ensure payment within 30 days of submittal; in the event the Application for Payment is received after the last business day of the month, payment by the MCPS will not be due and payable for a period of 45 days.

§5.2 Such Application for Payment shall be supported by data substantiating the CONTRACTOR’s right to payment as the MCSB may reasonably require. The CONTRACTOR

warrants that title to all Work covered by an Application for Payment will pass to the MCSB, and that all Work is free and clear of liens, claims, security interests or other interests or encumbrances adverse to the MCSB's interests, no later than the time of payment.

§5.3 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at 6% per annum.

ARTICLE 6 INSURANCE

§6.1 The CONTRACTOR shall, at its sole expense, obtain and maintain during the life of this Agreement the general liability and other insurance policies and/or coverages as follows:

CONTRACTOR's Comprehensive General Liability

Bodily Injury	\$1,000,000 per occurrence \$2,000,000 aggregate, if any
Property Damage	\$1,000,000 per occurrence \$2,000,000 aggregate, if any

Comprehensive Automobile Liability Insurance

Bodily Injury	\$1,000,000 per person \$1,000,000 per accident \$2,000,000 aggregate, if any
Property Damage	\$1,000,000 per occurrence \$2,000,000 aggregate, if any
Fire and Casualty	Replacement Cost
Professional Liability	\$2,000,000 per claim \$2,000,000 aggregate, if any

CONTRACTOR shall provide to the MCSB a Certificate of Insurance from a carrier(s) acceptable to the MCPS, evidencing the coverage in the minimum limits set forth above, or equivalent coverage such as through Umbrella Liability coverage, said Certificate to be attached hereto as an Exhibit and incorporated herein by reference. In addition, the CONTRACTOR will provide a separate endorsement (1) naming the MCSB as an additional insured for the Commercial General Liability and Automobile Liability Policies, which shall include owned, non-owned and hired car coverage; and (2) assurance that the insurer will provide the MCSB thirty (30) days' notice of policy cancellation [10 days for non-payment].

§6.2 If the CONTRACTOR's insurance is issued on a "claims made" basis, the CONTRACTOR must comply with the following additional conditions. The limits of liability as described previously in these provisions shall remain the same. The CONTRACTOR must either:

.1 Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment under this Agreement for all policies. This certificate shall evidence a "retroactive date" no later than the commencement of the CONTRACTOR's work under this Agreement, or

2 Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

§6.3 Unless specifically precluded by the MCPS's property insurance policy, the MCSB and CONTRACTOR waive all rights against (1) each other and any of their Contractors, subcontractors, suppliers, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

§6.4 CONTRACTOR will be responsible for insuring its equipment or other property against damage or loss from any cause whatsoever.

ARTICLE 7 COUNTY

§7.1 MADISON COUNTY SCHOOL BOARD COMMITMENTS

MCSB will ensure that staff is available for interviews, meetings, information gathering, and training to allow the CONTRACTOR to meet its obligations under this Agreement.

§7.2 MADISON COUNTY SCHOOL BOARD'S RIGHT TO STOP THE WORK

If the CONTRACTOR fails to correct Work which is not in accordance with the Contract Documents, the MCSB may direct the CONTRACTOR in writing to stop the Work until the correction is made.

§7.3 MADISON COUNTY SCHOOL BOARD'S RIGHT TO CARRY OUT THE WORK

If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the MCSB to commence and continue correction of such default or neglect with diligence and promptness, MCSB may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the CONTRACTOR.

ARTICLE 8 CONTRACTOR

§8.1 REVIEW OF CONTRACT DOCUMENTS AND CONDITIONS BY CONTRACTOR

§8.1.1 Execution of the Agreement by the CONTRACTOR is a representation that the CONTRACTOR has become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§8.1.2 The CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information furnished by MCSB. Before commencing activities, the CONTRACTOR shall (1) carefully compare this and other information known to the CONTRACTOR with the Contract Documents; and (2) promptly report errors, inconsistencies or omissions discovered to the MCSB.

§8.2 LABOR AND MATERIALS

§8.2.1 Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution of the Work.

§8.2.2 The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the Work. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§8.2.3 CONTRACTOR shall perform all Work and Services: (i) expeditiously, in a professional and workmanlike manner, in compliance with the Contract Documents and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill existing as of the date such Work and Services are provided; and (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Work and Services are complete.

§8.3 TAXES

The CONTRACTOR shall pay sales, consumer, use and similar taxes that are legally required when the Agreement is executed.

§8.4 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless MCSB and its officers, agents or employees from and against all Losses (herein defined as liability, claims, actions, causes of action, suits, damages, losses, judgments, costs and expenses, including but not limited to reasonable attorneys' fees), for bodily injury, sickness, disease or death, or for injury to or destruction of property, arising out of or resulting from performance of the Work or Services under this Agreement, but only to the extent caused by the intentional or negligent acts, errors or omissions of the CONTRACTOR, its employees, subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such Losses may be caused in part by a party indemnified hereunder.

ARTICLE 9 CHANGES IN THE WORK

§9.1 Except as specifically provided, this Agreement may be amended or modified only in writing, by amendment or modification, agreed to by the MCSB and the CONTRACTOR.

§9.2 MCSB, without invalidating this Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing.

§9.3 MCSB's Representative will have authority to authorize minor changes in the Work not

involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such direction shall be in writing and shall be binding on MCSB and CONTRACTOR. The CONTRACTOR shall carry out such directions in a timely manner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract Documents. The CONTRACTOR shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the materials and equipment to be incorporated therein, and other persons or property at the sites or adjacent thereto. The CONTRACTOR shall promptly remedy damage and loss to property caused in whole or in part by the CONTRACTOR, or by anyone for whose acts the CONTRACTOR may be liable.

ARTICLE 11 CORRECTION OF WORK

§11.1 The CONTRACTOR shall promptly correct Work rejected by the MADISON COUNTY PUBLIC SCHOOLS's Representative as failing to conform to the requirements of the Contract Documents. The CONTRACTOR shall bear the cost of correcting such rejected Work.

§11.2 In addition to the CONTRACTOR's other obligations including warranties under the Agreement, the CONTRACTOR shall, for a period of one year after substantial completion, correct work not conforming to the requirements of the Contract Documents.

§11.3 If the CONTRACTOR fails to correct nonconforming Work within a reasonable time, MCSB may correct it in accordance with Article 7.

ARTICLE 12 TERMINATION OF THE AGREEMENT

§12.1 TERMINATION BY THE CONTRACTOR

If MCSB's Representative fails to authorize payment for a period of 45 days through no fault of the CONTRACTOR, or if MCSB fails to make payment as provided in Article 5 for a period of 45 days, CONTRACTOR may, upon seven additional days' written notice to the MCSB and MCSB's Representative, terminate the Agreement and recover from the MCSB's payment for Work executed and costs incurred by reason of such termination.

§12.2 TERMINATION BY THE COUNTY FOR CAUSE

§12.2.1 MCSB may terminate the Agreement if the CONTRACTOR

1. persistently disregards laws, ordinances, or rules regulations or orders of a public authority having jurisdiction; or
2. is otherwise guilty of substantial breach of a provision of the Contract Documents.

§12.2.2 When any of the above reasons exist, MCSB's Representative may, without prejudice to any other rights or remedies of MCSB and after giving the CONTRACTOR and the CONTRACTOR's surety, if any, seven days' written notice, terminate services of the CONTRACTOR and may finish the Work by whatever reasonable method MCSB may deem expedient.

§12.2.3 When MCSB terminates the Agreement for one of the reasons stated in Section 12.2.1, the CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

§12.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to MCSB. This obligation for payment shall survive termination of the Agreement.

§12.3 TERMINATION BY THE COUNTY FOR CONVENIENCE

The MCSB may, at any time, terminate the Agreement for MCSB convenience and without cause. The CONTRACTOR shall be entitled to receive payment for Work executed and substantiated direct costs incurred by reason of such termination.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§13.1 ASSIGNMENT OF AGREEMENT

Neither party to the Agreement shall assign the Agreement as a whole or in part without written consent of the other.

§13.2 GOVERNING LAW

The Agreement shall be governed by the laws of the Commonwealth of Virginia.

§13.3 NOTICES

Notice required to be given under this Agreement shall be deemed to have been given, if in writing, and (i) deposited in the United States Mail, certified or registered, return receipt requested, with postage prepaid, (ii) by a commercial overnight courier that guarantees next day delivery and provides a receipt, (iii) by facsimile, evidenced by confirmation slip, or (iv) delivered by hand against a written receipt, and addressed as specified on the final page of this agreement, or as any party hereto may from time to time designate by giving written Notice thereof to all other parties. Any notice shall be effective only upon delivery. Rejection or refusal to accept, or the inability to deliver because of a changed address of which no Notice was given shall not affect the validity of notice given in accordance with this Section.

§13.3 NON-DISCRIMINATION

During the performance of this Agreement, the CONTRACTOR, for itself, its successors and assigns, agrees to comply with the employment non-discrimination provisions of state and federal law, as follows:

§13.3.1 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CONTRACTOR. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for

employment, notices setting forth provisions of this nondiscrimination clause.

§13.3.2 The CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR will state that the CONTRACTOR is an Equal Opportunity Employer.

§13.3.3 Notices, advertisements and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

§13.3.4 CONTRACTOR shall include the provisions of the foregoing paragraphs §13.3.1 through §13.3.3 in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

§13.4 DRUG FREE WORKPLACE

During the performance of this Agreement, for itself, its successors and assigns, the CONTRACTOR agrees to (i) provide a drug-free workplace for CONTRACTOR's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in CONTRACTOR's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR that CONTRACTOR maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a CONTRACTOR in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

§13.5 ILLEGAL ALIENS

In accordance with the *Code of Virginia*, Section 2.2-4311.1, CONTRACTOR hereby agrees that it does not and shall not, during the performance of this Agreement, knowingly employ unauthorized alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

§13.6 ETHICS IN PUBLIC CONTRACTING

This Agreement incorporates by reference any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The CONTRACTOR certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or sub-Offeror and that it has not conferred on any public employee having official responsibility for this purchase 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.

ARTICLE 14 OTHER TERMS AND CONDITIONS

§14.1 MCSB’s Representative under this Agreement will be Tina Weaver, Director of Administration.

§14.2 Nothing contained in any provision of this Agreement or the Contract Documents shall be deemed a pledge of MCSB’s Full Faith and Credit or a waiver by MCSB of its sovereign immunity, and nothing herein shall be deemed a waiver of its right to assert same as a defense in any matter arising under this Agreement.

§14.3 This agreement may be executed in multiple counterparts, with each having the effect of an original.

This agreement is executed on behalf of MADISON COUNTY SCHOOL BOARD by its Superintendent pursuant to approval by the School Board of MADISON COUNTY PUBLIC SCHOOLS on _____.

This Agreement will be effective as of _____ (which is the Effective Date of the Agreement).

WITNESS the following signatures and seals:

MADISON COUNTY PUBLIC SCHOOLS CONTRACTOR

Dr. Matthew J. Eberhardt
Superintendent

Madison County School Board
60 School Board Court
Madison, VA 22727

Contact Representative:
Earl Keys
Supervisor of Facilities
(540) 948-3780