



REQUEST FOR PROPOSALS (RFP) #CESPPEA-2022-01

CONCEPTUAL PHASE

ADDITIONS AND RENOVATIONS TO CLARKSVILLE ELEMENTARY SCHOOL

DESIGN-BUILD SERVICES

**UNDER THE VIRGINIA PUBLIC PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE
ACT (PPEA)**

RFP ISSUANCE DATE: June 30, 2022

SOLICITATION TITLE: Design-Build of Additions and Renovations to Clarksville Elementary School

PROPOSAL DUE DATE: July 28, 2022 no later than 2:00 pm Local Time.

SUBMIT: Six (6) Complete copies and one (1) electronic copy (PDF) on a USB drive to:

Mr. Paul Nichols, Division Superintendent
Mecklenburg County Public Schools
175 Mayfield Drive
Boydton, Virginia VA 23917

FAX OR EMAIL SUBMISSIONS ARE NOT ALLOWED.

LOCATION WHERE WORK WILL BE PERFORMED:

1696 Noblin Farm Road
Clarksville, VA 23917

MANDATORY PRE-PROPOSAL CONFERENCE: July 12, 2022 at 10:00 am at Clarksville Elementary School located at 1696 Noblin Farm Road in Clarksville, Virginia.

DEADLINE FOR QUESTIONS: July 21, 2022 at 5:00 pm Local Time. All questions should be submitted in writing by the deadline to the contact noted below.

The Request for Proposals (RFP) can be downloaded at: <https://mcpsweb.org/>

NOTE: ALL ADDENDA CAN BE ACCESSED AT THE WEBSITE ADDRESS ABOVE. It is the responsibility of interested parties to obtain any addenda via the website. For inquiries contact:

Curtis Elswick, Skanska USA Building Inc. (Owner's Representative)
Phone: 540-423-2860
Email: curtis.elswick@skanska.com

In compliance with this Request for Proposal and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies that he/she has read, understands, and agrees to all terms, conditions and requirements of this RFP and is authorized to contract on behalf of the firm named below.

My signature on this solicited proposal constitutes certification that I or my designated representative have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by MCPS. By my signature on this solicited proposal, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that they are the only person(s) interested in said Project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

PROPRIETARY INFORMATION YES () NO ()

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.2-3700 et seq.) are set forth below. (Additional sheet may be added if necessary.)

Proposers should indicate on the Cover Sheet the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary. If Proprietary Information is stated, Proposers shall submit One (1) Original and One (1) Redacted copy (removing any proprietary data of material).** Clearly identify on the Cover Sheet the "Original" and "Redacted" copy as "*Redacted Copy of Original Proposal*" RFP# CESPPEA-2022-01.

This form must be signed in ink and all signatures must be original.

Company Name:

Street Address:

City, State, Zip:

Telephone:

Fax:

Email Address:

Individual Partnership

Check One: Corporation, State in which Incorporated

Federal Tax ID:

Federal Social Security No. (Sole Proprietor):

Minority Owned Women Owned

Business Classification (check all that apply): Small Business

Print Name:

Title:

Signature:

Date:

ACKNOWLEDGE RECEIPT OF ADDENDUM:

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

*SCC Requirement per the Virginia Public Procurement Act, VPPA:

§ 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.

A. All public bodies shall include in every written contract a provision that 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 or as otherwise required by law.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. 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 shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter 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, to be revoked or cancelled at any time during the term of the contract.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

***Virginia State Corporation Commission ("SCC") registration information: The undersigned Proposer:**

is a corporation or other business entity with the following SCC identification number:

_____ -OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror'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.

****NOTE**>>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for a certificate of authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

RETURN ALL ABOVE PAGES WITH YOUR PROPOSAL

**REQUEST FOR PROPOSALS (RFP) UNDER PPEA FOR CONCEPTUAL PHASE
ADDITIONS AND RENOVATIONS TO CLARKSVILLE ELEMENTARY SCHOOL
DESIGN-BUILD SERVICES**

1. INTRODUCTION/SUMMARY

1.1. Background:

The School Board of Mecklenburg County, Virginia (herein described as "Owner" or "Mecklenburg County Public Schools" or "MCPS") desires to contract with an experienced Private Entity under the Public Private Education Facilities and Infrastructure Act (herein referred to as "PPEA") for the design and construction of additions and renovations to Clarksville Elementary School which houses Early Childhood and Pre-K through 5th grades (herein referred to as "Project"). Clarksville Elementary School was constructed in 1960 with classroom wing additions in 1980 and 2013. The 2013 classroom wing addition also houses a media center/library. In 2011, a freestanding metal building was constructed and is utilized as a gymnasium. The current enrollment at Clarksville Elementary School is approximately 400 students projected for 2022-2023 as follows:

Grade Level	Total
Rising 1	68
Rising 2	59
Rising 3	53
Rising 4	67
Rising 5	61
Rising K*	50
Rising Pre-K*	36
Early Childhood*	14
Total:	408

* approximate

It is the goal of MCPS to upgrade the facility to provide an improved learning environment with new buildings systems and equipment, cost-effective solutions for long-term maintenance and operations, add more classroom space and expand common areas of the facility to accommodate additional capacity to house 500 students, improve security, provide additional storage space, improve bus and parent pick-up and drop-off areas as well as parking conditions, and add exterior learning and physical education spaces. MCPS would like to maintain the 2013 classroom wing with upgrades to include new finishes (floor finishes such as polished concrete, painting, and new doors and hardware). In addition, MCPS would like to maintain the 2011 gymnasium building but re-purpose the facility for multi-purpose use, correct drainage issues at and around the facility and add HVAC. The original

1960s and 1980s addition are to be abated, demolished and replaced with new facilities. The scope of the project should assume new site security fencing, re-use of the existing fueling station, new playground equipment, and option for artificial turf at playground areas. MCPS will provide security system and access control, a quantity of new brick, and utilization of Trane controls/BAS.

In 2020, MCPS engaged Ballou Justice Upton Architects to perform a facilities study that included Clarksville Elementary School, Chase City Elementary School and LaCrosse Elementary School. A copy of the study, dated September 10, 2020, is included herein as Appendix C.

The Project is described in this Request for Proposals document (herein referred to as "RFP"). Proposals should consider current construction market conditions, potential labor shortages and material delivery delays, potential phasing of the work, and schedule for MCPS to develop a financing plan. MCPS would like to partner with a design-build team to carefully plan and implement the design and construction of the above-described project. Proposers are encouraged to provide one or more options for consideration while acknowledging that Clarksville Elementary School will be unoccupied during construction as MCPS will relocate students, teachers and staff during the construction phase(s) of the project as necessary. The scope of the Project shall comply with the *Guidelines for School Facilities in Virginia's Public Schools* document, latest version, and include all associated sitework, utilities and/or utility relocations.

The purpose of this RFP is to solicit sealed proposals for a qualifying project under the PPEA. MCPS is looking for a comprehensive team to provide a design-build approach to delivering the Project. The team is anticipated to include, but not be limited to, a contractor and design team of architect, engineers (civil, structural, mechanical, electrical, plumbing and fire protection), surveyor, educational planner (CEFP certification not required), audio/visual and security (low voltage) consultants, and other specialty consultants as required.

Owner is anticipated to provide geotechnical engineering, hazardous materials survey and abatement monitoring, construction materials testing and special inspections, loose FF&E (furniture, fixtures and equipment), technology equipment to include additional servers, racks, computers, printers and copiers, and owner's representative project management. The Project is to be funded through County funds or other sources available to MCPS, however, no Federal funding is anticipated.

- 1.2. The Mecklenburg County School Board adopted a document entitled *Guidelines for Implementation of the Public-Private Education Facilities and Infrastructure Act of 2002* dated June 2022. The Act grants the Mecklenburg County School Board, a responsible public entity as defined by the Act, the authority to create public-private partnerships for the deployment of a wide range of projects for public use. See Appendix A.
- 1.3. MCPS will consider proposals that provide conceptual phase design for additions and renovations to Clarksville Elementary School that would include abatement and demolition, renovations to the existing 2011 metal building (gymnasium) and 2013 classroom wing, upgrades to the 2013 classroom

addition as necessary, and new construction to accommodate an anticipated enrollment of 500 students with site amenities for physical education and outdoor learning environments. MCPS anticipates the following number of classrooms per grade level for a capacity of 500 students:

Early Childhood:	3 classrooms
Pre-K:	3 classrooms
Kindergarten:	4 classrooms
1 st through 5 th :	4 classrooms each grade level

The Private Entity shall provide estimates of cost (construction and design fees) consistent with the proposed schedule to be provided by Private Entity. MCPS reserves the right to consider utilizing the services of the successful Private Entity (design-build team) for renovations and/or additions to Chase City Elementary School due to similarity in scope to the work anticipated to be done at Clarksville Elementary School.

1.4. Design of the proposed facility should meet the following minimum criteria:

1.4.1 Comply with the *Guidelines for School Facilities in Virginia's Public Schools, 2021 Edition*, or if amended, the guidelines which are in effect at the timing of approval of Design Development.

1.4.2 The Private Entity should target energy efficient design and selection of low maintenance materials and systems. Designing toward a particular environmental rating system such as LEED is not required.

1.4.3 The Private Entity should consider construction methods such as tilt up concrete construction as a potential cost-saving measure.

1.5. MCPS will manage the relocation of existing building occupants and any existing materials and equipment and should not be considered within the Private Entity's scope of services.

1.6. The procurement, delivery and installation of all loose furnishings, fixtures and equipment (FF&E) will be managed by MCPS. The Private Entity should include all fixed casework, fixed shelving, audio/visual equipment, security equipment, and information technology infrastructure in their scope of work.

1.7 The *Guidelines for Implementation of the Public-Private Education Facilities and Infrastructure Act of 2002, dated June 2022* (Appendix A) are being followed for this PPEA selection, which provide for a two-part proposal submission process consisting of an initial Conceptual Phase Request for Proposals (RFP) and subsequent Detailed Phase Proposals.

1.8. The objective of this RFP is to select a shortlist of highly qualified Private Entities deemed most suitable for this particular project. MCPS reserves the right to select a team which is felt to be the most suitable for providing design-build services as requested in this RFP and request a Detailed Phase Proposal. If multiple Conceptual Phase proposals are selected for further consideration, a short list of proposers will be requested to submit and participate in the Detailed Phase of the proposal process. MCPS may, at any

time, require the proposer to provide additional information, additional copies of prior submissions, and/or clarification to any submission. Since this is a solicited proposal, there is no proposal review fee required from the Private Entity.

1.9. MCPS will not pay any fees or stipends to those Proposers selected to participate in the Detailed Phase and who submit satisfactory proposals.

1.10. MCPS may enter into an Interim Agreement and a Comprehensive Agreement with the successful Proposer that will have specific contract provisions that may include, but not limited to: an initial Contract Cost Limit for all design and construction costs including site improvements, building cost; design fees; lump sum fees; Guaranteed Maximum Price; open book contracting; design review process; allowances and unit price items; reimbursable costs; contingencies; and may include liquidated damages.

1.11. Project Schedule - These dates are preliminary and are subject to change:

1.11.1 RFP Issuance Date: June 30, 2022

1.11.2 Mandatory Pre-Proposal Meeting: July 12, 2022 at 10:00 am Local Time

1.11.3 Last Day for Questions on RFP: July 21, 2022 by 5:00 pm Local Time

1.11.4 Conceptual Phase Proposals Due: July 28, 2022 by 2:00 pm Local Time

1.11.5 Announce Shortlist of Successful Concept Phase Proposals: Mid-August 2022

1.11.6 Issue Request for Detailed Phase Proposals: by End of August 2022

1.11.7 Detailed Phase Proposals due: Early October 2022

1.11.8 Interviews with Firms Presenting Detailed Proposals: Early to Mid-October 2022

1.11.8 Enter into negotiations with the Successful Detailed Phase Proposer: Mid-October 2022

1.12. Additional information may be made available to firms selected to provide Detailed Proposals to include, but may not be limited to:

- Hazardous materials survey and report
- Existing building drawings
- Geotechnical reports, if any

2. CONTACTS

2.1 Contact shall be with Curtis Elswick, Sr. Vice President, Skanska USA Building Inc. (curtis.elswick@skanska.com or 540-423-2860). No contact shall be made with representatives of MCPS or Mecklenburg County without prior approval of MCPS. Any contact with MCPS or Mecklenburg County representatives other than the contact listed above may serve as grounds for rejection of proposals.

2.2. Issuing Office:

Mr. Paul Nichols, Division Superintendent
Mecklenburg County Public Schools
175 Mayfield Drive
P.O. Box 190
Boydton, Virginia VA 23917

3. GENERAL INFORMATION

3.1. A mandatory Pre-Proposal Meeting shall be held at Clarksville Elementary School located at 1696 Noblin Farm Road in Clarksville, Virginia on July 12, 2022 at 10:00 am. The purpose of the Pre-Proposal Meeting is to review the administrative requirements of the RFP and steps for completing the Conceptual Phase Design-Build proposal, to receive any questions concerning the RFP process, and to provide a site tour of Clarksville Elementary School. Any changes to the RFP resulting from this meeting will be issued in a written addendum to the RFP.

3.2. MCPS will announce by letter the shortlist of the selected Proposers that will be asked to respond to the Request for Detailed Proposals for the Project.

3.3. This document, and all referenced documents included on the MCPS website constitute the entire Request for Proposal package. The RFP Documents are for the purpose of obtaining Conceptual Phase Proposals as defined the PPEA Guidelines (Appendix A) and do not confer a license or grant to Proposers for any other use.

3.4. All questions shall be in written form by email to Curtis Elswick at curtis.elswick@skanska.com.

3.5. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda and posted on the MCPS website. Proposers are solely responsible for checking this website regularly for all Addenda.

3.6. Questions received after the posted deadline may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will not be binding.

3.7. Written addenda may be issued to clarify, correct, or change the Proposal Documents as deemed necessary.

4. SUBMITTAL INFORMATION - MANDATORY CRITERIA

An unsatisfactory response to any item in the category titled “Mandatory Criteria” may be considered sufficient cause to disqualify an applicant from further consideration for short-listing for this Project. Responses to the RFP shall be complete for criteria requested by MCPS as it relates to the project. Additional information, examples of work, data shall be issued in a separate binder or identified by Index Tab as supplemental information.

4.1. Responsiveness to RFP – Only responsive applications will be considered and evaluated. A responsive application must be completed according to the instructions, and include all required attachments and requested information.

4.2 License – The Proposer must provide copies of their firm’s Commonwealth of Virginia Contractor’s and Architect’s Licenses with the RFP response.

4.3 Bonding Capacity/Statement – Proposers must provide a signed statement from their Surety stating that, based on present circumstances, the Surety will provide, at a minimum, a \$30 million (or value of the proposal, whichever is more) performance and payment bond for the Proposer in connection with the Project.

5. EVALUATION FACTORS

In considering a Proposer for short listing, MCPS will be the sole judge of the Proposer’s qualifications and experience, including experience with similar projects, experience with PPEA projects, demonstration of ability to perform work; leadership structure; project manager’s experience, project team and experience working together, management approach, financial condition, project understanding and project schedule. The Project understanding shall include MCPS’s desired level of construction quality, building site improvements, educational program, and general design intent as deemed appropriate for MCPS. A numerical scoring system will not be used. Evaluation factors are listed in no order of preference:

5.1. Qualifications and Experience

5.1.1. Experience with similar projects/ability/PPEA methods to perform work – During the evaluation of experience and ability to perform the work, emphasis will be placed on a Proposer’s performance on recent projects of a similar size and nature to the Project, including Proposer’s ability to manage costs within an established construction budget and to develop a comprehensive agreement. Other factors include, but are not limited to, delivery of a quality product, and history of meeting scheduled completion dates. Preference will be given to firms with the following experience:

1. Construction Experience including the following:

Successful completion (on time, within budget, and per client's specifications) of at least three (3) similar building construction projects of \$30 million or more in the last five (5) years by the general contractor similar in scope to the Project in this RFP. Acceptable delivery methods include Design-Bid-Build, Design-Build and CM at Risk.

2. Design Experience including the following:

K-12 School Experience - Successful completion (on time, within budget, and per client's specifications) of at least three (3) similar school addition and/or renovation projects of similar size and scope by the designated Design Project Manager and Project Architect within the last ten (10) years.

5.1.2. **Resources.** Provide details explaining how the firm or firms involved have current resources available to perform this Project.

5.1.3. **Leadership structure/key personnel experience** – Provide resumes demonstrating that the qualifications of the persons proposed for the following positions have relevant experience on projects of similar size and scope. Proposer must dedicate all key personnel to the project and may not make changes without written approval from MCPS. No substitutions of the key personnel represented below will be accepted without prior approval by MCPS. Request for approval to substitute may be submitted by the Proposer only for reasons beyond the Proposer's control.

1. **Key Personnel** include the following:

A. Design/Build Project Manager – Experience on design/build projects of similar scope is required.

B. Design Project Manager and Project Architect - Experience with similar K-12 school facility renovations is required.

C. Construction Project Manager, if different than Design/Build Project Manager – Experience with projects of similar scope is preferred.

D. Construction Superintendent – Experience with projects of similar scope is preferred.

E. Educational Planner – Experience with educational programming and development of education specifications.

2. **Other Team Members** include the following:

A. Civil Engineer - Experience working on projects with municipalities within Southside Virginia is preferred.

B. Mechanical, Electrical, and Fire Protection Engineer(s) – Experience with similar size elementary school facilities is preferred.

C. Audio/Visual and Security Consultants – Experience with similar size elementary school facilities is required.

5.1.4. **Management Approach.** Provide a narrative explaining your approach to successfully manage the design and construction of the Project. Include a description and examples of how you will manage cost, quality and schedule. Schedule shall begin at “Notice to Proceed” and end with “Owner Occupancy” and assume an Interim Agreement may be executed.

5.1.5. **References** – MCPS reserves the right to contact any reference listed or non-listed party it deems appropriate. By submitting a response to this Request for Proposals, the Proposer releases MCPS and any references from all liability concerning this exchange of information. Include a minimum of 5 references. Preference is given to references that represent past new elementary school or similar educational projects.

5.1.6. **Financial Condition** – Financial data will be reviewed and compared to industry standards. **Include on AIA Document A305.**

5.1.7. **Safety Performance** – Safety data will be reviewed and compared to industry standards. Safety Performance (Contractor) – Please provide the following information on a separate sheet of paper:

1. Experience Modification Factor (EMF) for past five years.
2. A list of OSHA citations levied during the past three years. Describe the infractions and indicate whether there was a warning or fine imposed and the dollar amount of each.
3. Details from your organization’s OSHA 300 “Log of Work-Related Injuries and Illnesses” indicating:

- Number of lost workday cases
- Number of restricted workday cases
- Number of cases with medical attention only
- Number of fatalities

5.1.8. **Claims/Final Resolution/Judgments** – Evaluation of this data will be based on the number of affirmative answers to the questions and the details provided in the explanation for each occurrence. **Include on AIA Document A305.**

5.1.9. **Failure to Complete** – Evaluation of the Proposer’s failure to complete projects will be based primarily on the number of failure-to-complete occurrences and the explanations for the failure-to-complete occurrences. **Include on AIA Document A305.**

5.1.10. **Other Relevant Criteria** – Under separate Index Tab on binder include any relevant information, deemed to be in the best interest of the proposer and for benefit of MCPS but is not identified as mandatory to the Conceptual Phase proposal.

6. PROCESS AND CRITERIA FOR REVIEW OF PROPOSALS AND SELECTION:

Only proposals complying with the requirements of the PPEA that contain sufficient information for a meaningful evaluation, and that are provided in an appropriate format, as described in this solicitation, will be considered for further review at the Detailed Phase proposal.

6.1 Review Committee - MCPS will establish a Selection Committee to review proposals received under this solicitation.

6.2 Criteria for Selection - The following items will be considered in the evaluation and selection of the Conceptual Phase proposals. MCPS however reserves and retains the right to reject any request or proposal at any time for any reason whatsoever.

6.2.1 Qualifications and Experience: Conceptual Phase proposal factors to be considered in MCPS’s review to determine whether the proposer possessed the requisite qualifications and experience may include but shall not be limited to:

- a. Experience with similar projects;
- b. Demonstration of ability to perform work;
- c. Leadership structure;
- d. Project manager’s experience;
- e. Management approach;
- f. Financial condition; and

- g. Project ownership.

6.2.2 Project Characteristics: Design Phase proposal factors to be considered in determining the project characteristics may include but shall not be limited to:

- a. Project definition;
- b. Proposed project schedule;
- c. Operation of the project;
- d. Technology; technical feasibility;
- e. Conformity to laws, regulations, and standards;
- f. Environmental impacts;
- g. State and local permits;
- h. Maintenance of the project.

6.2.3 Project Costs: Design Phase proposal factors to be considered in determining whether the proposed project costs are adequate for funding available may include but shall not be limited to:

Estimated costs for design fees, all renovation and new building construction costs, and fixed furnishings and equipment.

7. SUBMITTAL OF PROPOSALS

7.1. **Six (6) copies of the Proposal, and an electronic copy on USB drive**, shall be submitted to MCPS on or before the due date and time listed in order to be considered. Late proposals will not be accepted. Proposals shall be clearly identified with — *Request for Proposals for the Additions and Renovations to Clarksville Elementary School Design-Build Services Conceptual Phase*.

7.2. Identification of Proposal Envelope: The signed proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

Addressed as Indicated on Page 1

RFP Number

Title

Proposal Due Date and Time

Vendor Name and Complete Mailing Address (Return Address)

If a proposal is not addressed with the information as shown above, the Proposer takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

7.3. All Proposers should be available to give a presentation to MCPS with Key Staff present if required.

8. MODIFICATION AND WITHDRAWAL OF PROPOSAL

A proposal may be modified or withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and shall be delivered to MCPS prior to the date and time for the opening of the Proposals.

9. OPENING OF PROPOSALS

MCPS will establish a Selection Committee to review proposals received under this solicitation. Proposals will be opened privately.

10. OWNER'S RIGHTS AND LIABILITIES

As set forth in MCPS's PPEA Guidelines (Appendix A), MCPS reserves all rights available to it by law in administering these Guidelines including, without limitation, the right in its sole discretion to:

10.1. Reject any and all proposals at any time;

10.2. Terminate consideration or evaluation of any and all proposals at any time;

10.3. Suspend, discontinue and/or terminate discussions regarding confidentiality agreements, interim agreements and comprehensive agreements at any time prior to the authorized execution of such agreements by all parties;

10.4. Suspend or eliminate conceptual phase review and proceed directly to detailed phase review;

- 10.5. Negotiate with a proposer without being bound by any provision in its proposal;
- 10.6. Negotiate with fewer than all proposers at any given time;
- 10.7. Request and/or receive additional information regarding any proposal;
- 10.8. Issue addenda to and/or cancel RFP;
- 10.9. Revise, supplement or withdraw all or any part of these Guidelines;
- 10.10. Request revisions to conceptual or detailed phase proposals.
- 10.11. A Proposer who submits a proposal agrees to hold MCPS, its officers, employees, agents and volunteers harmless and free from all liability, loss, injury, and/or cost and expense which might be incurred by such Proposer in responding to, or as a consequence of the RFP.

11. PROPOSAL CONTENT

11.1 Proposal documents are generally subject to the Virginia Freedom of Information Act (FOIA) except for specific exemptions of certain documents from public disclosure. Clearly mark any information that is considered confidential and proprietary.

11.2 The Proposals submitted shall be structured in an orderly manner addressing all requested information and requirements. Contents for Information shall be satisfactory for posting and publication, unless expressly waived by MCPS.

12. INFORMATION TO BE PROVIDED IN RESPONSE TO THIS REQUEST FOR PROPOSAL:

Conceptual Proposals should follow the format specified in Appendix A - *Guidelines for Implementation of the Public-Private Education Facilities and Infrastructure Act of 2002* as adopted by MCPS on June 28, 2022, to include, at a minimum:

- A. Mandatory Criteria (see Section 4 of RFP).
- B. Information requested in Section 5 of this RFP including past project and team experience and Qualifications and Experience Forms (AIA Document A305 and B305).
- C. Other relevant information as required per Appendix A - *Guidelines for Implementation of the Public-Private Education Facilities and Infrastructure Act of 2002* dated June 2022 and Section 5 and 6 of this RFP.
- D. Other relevant materials as desired by Proposer but not mandatory by RFP (Separate Tab).

13. GENERAL TERMS AND CONDITIONS

- A. Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including, but not limited to, the Code of Virginia, Virginia Public Procurement Act (VPPA), and any litigation with respect thereto shall be brought to the personal jurisdiction of, and venue in, the General District or Circuit Court of Mecklenburg County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.
- B. Anti-Discrimination: By submitting its proposal, Proposer certifies to the Owner that the Contractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and § 2.2-4311 of the Virginia Public Procurement Act (VPPA), which provides:
- C. Contracts above \$10,000: In every contract above \$10,000, the provisions of 1. below apply:
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, sexual orientation, gender identity, national origin, age, disability, status as a service-disabled veteran or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor;
 - b. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause;
 - c. The Contractor will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor to perform under the Contract Documents. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
 - d. The Contractor agrees to (i) provide a drug-free workplace for the 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 the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations and advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
 - i. For the purposes of this subsection, a "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded

to the Contractor in accordance with this subsection, 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; and,

- e. The Contractor will include the provisions of the foregoing subparagraphs in every subcontract or purchase order exceeding \$10,000 issued by Contractor in order to fulfill its obligations, so that the provisions will be binding upon each subcontractor or vendor.
- D. In accordance with § 2.2-4343.1 of the Code of Virginia, Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia § 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of § 2.2-4343.1 of the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.
- E. Ethics in Public Contracting: By submitting their proposals, Proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. Conflict of Interest: The Proposer certifies by signing the proposal submitted in response to this solicitation that no conflict of interest exists between the Proposer and the School Board that interferes with fair competition and no conflicts exist between the Proposer and any other person or organization that constitutes a conflict of interest with respect to the contract and the School Board.
- G. Immigration Reform and Control Act of 1986: By submitting its proposal, the Proposer certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- H. Debarment Status: By submitting their proposals, Proposers certify that they are not currently debarred by the Commonwealth of Virginia or any government entity from submitting 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.
- I. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to MCPS 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 MCPS under said contract.

- J. Clarification of Terms/Addenda: If any prospective Proposer has questions about the specifications or other solicitation documents, the prospective Proposer should contact the contract officer whose name appears on the face of the solicitation no later than seven (7) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer and posted on the public posting board in the School Board Office. It is the Proposers' sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offers. (§ 2.2-4316, Code of Virginia).
- K. Tax Exemption: MCPS, as a political subdivision of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. The price bid must be net, exclusive of taxes, where applicable. Tax exemption certificates will be furnished if requested by the Proposer.
- L. Invoices: The Contractor shall bill for negotiated services at the contract price. The Contractor should invoice MCPS within 30 days after completion of the work and its acceptance by MCPS. Invoices shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. Invoices must show the contract number and/or purchase order number; location work covered, and work order number of the job being billed, date and name and job title of employee for each segment of work being invoiced.
- If, in verifying the Contractor's invoices, it is found that MCPS is being overcharged, MCPS will notify the Contractor of the error and, unless the Contractor disputes the rejection of the overcharge for payment, the Contractor shall issue MCPS a corrected invoice. Disputed charges shall be handled in accordance with Paragraph X of the General Terms and Conditions.
- If, in auditing the Contractor's paid invoices, it is found that the Contractor has overcharged MCPS, the Contractor shall promptly be notified by MCPS. The Contractor shall pay MCPS the amount of the overcharge or credit MCPS on the next invoice for the overcharge, reflecting the credit on the invoice and referencing the original work order and invoice. If a credit balance remains after the expiration or termination of the contract, the Contractor shall pay the amount of the credit balance within 30 days following the end of the contract.
- M. Payment: Payment terms shall be Net 30 days unless otherwise stated by the Proposer on this solicitation. The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act (1% per month). (§ 2.2-4352, Code of Virginia)

- N. Availability of Funds: It is understood and agreed between the parties herein that MCPS shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the School Board and local governing body for the purpose of this agreement.
- O. Precedence of Terms: Paragraphs A-K of these General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
- P. Late Proposals: To be considered for selection, proposals must be received by the School Board office by the designated date and hour, as determined by the clock in the School Board office reception area. Proposals received in the School Board office after date and hour designated are automatically non-responsive and will not be considered. MCPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private courier, or the Inter-Departmental Mail System. It is the sole responsibility of the Proposer to ensure that its proposal reaches the School Board office by the designated date and hour. If the School Board office is closed for business at the time scheduled for the receipt of proposals, the proposals will be accepted on the next business day of the School Division, at the originally scheduled hour.
- R. Qualification of Proposers: MCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Proposer to perform the services/furnish the goods and the Proposer shall furnish to MCPS all such information and data for this purpose as may be requested. MCPS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. MCPS reserves the right to inspect Proposer's physical facilities prior to award to satisfy questions regarding the Proposer's capabilities. MCPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Proposer fails to satisfy MCPS that such Proposer is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- S. Additional Information: MCPS reserves the right to ask any Proposer to submit information missing from its proposal, to clarify its proposal, and to submit additional information which LMPS deems desirable. By submitting their proposals, Proposers certify they understand these prohibitions, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of these prohibitions is a breach of contract and can result in default action being taken by MCPS.
- T. Assignment of Contract: The resulting contract shall not be assignable in whole or in part without the prior written consent of MCPS.
- U. Default: In case of failure to deliver goods or services in accordance with the contract terms

and conditions, MCPS, 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 MCPS may have.

V. Cancellation of Contract: MCPS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

W. Changes to the Contract: Changes can be made to the contract in any of the following ways:

1. 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.
2. MCPS 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 MCPS a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. 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 MCPS's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. 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 MCPS with all vouchers and records of expenses incurred and savings realized. MCPS 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 MCPS within thirty (30) days from the date of receipt of the written order from MCPS. 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, if there is none, in accordance with the disputes provisions of Mecklenburg County Public Schools Purchasing Procedures. 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 MCPS or with the performance of the contract generally.

- X. Contractual Disputes: In accordance with § 2.2-4363 of the Code of Virginia, the Division Superintendent shall review and decide disputes and claims arising during the performance of the contract, in writing, within thirty (30) days of receipt of the dispute or claim. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence of beginning of the work upon which the claim is based. The Contractor may not institute legal action prior to receipt of the decision on the claim by the Division Superintendent, unless that office fails to render such decision within thirty (30) days. The decision of the Division Superintendent shall be final and conclusive unless the Contractor, within six months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, § 2.2-4364.
- Y. Indemnification: Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the Owner, its officers, employees and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of the Owner, its officers, employees or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

The Contractor guarantees to save the Owner, its agents, officers and employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, or articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee or licensee.

Should Contractor or subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release the Owner, its officers, employees or agents from and indemnify and save them harmless from and against any claims or personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence in permitting the use thereof.

II. SPECIAL 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 MCPS will be used in product literature or advertising.
- B. Audit: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment or after all other pending matters are closed, whichever is longer. MCPS, its authorized agents, state auditors, the grantor of the funds to the Board, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any such books, documents, papers and records of the Contractor for the purpose of making audits, examinations, excerpts or transcriptions.
- C. Best and Final Offer: At the conclusion of negotiations, the Proposer(s) may be asked to submit in writing a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Proposer(s). The Proposer's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- D. Proposal Acceptance Period: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of ninety days, the proposal may be withdrawn at the written request of the Proposer. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- E. Independent Contractor: The Contractor shall not be an employee of the Mecklenburg County Public Schools, but shall be legally considered as an Independent Contractor. Nothing in this agreement shall be construed as authority for the Contractor to make commitments, which shall bind MCPS or to otherwise act on behalf of MCPS, except as MCPS may expressly authorize in writing.
- F. Supremacy Clause: Notwithstanding any provision in the Proposer's response to the contrary, the Proposer agrees that the terms and conditions contained in the MCPS RFP shall prevail over contrary terms and/or conditions contained in the Proposer's proposal.
- G. Final Decision: The Proposer agrees that the decisions of MCPS are final, and Proposer shall hold the division, its directors, employees, consultants and those involved in this solicitation and selection, and the successful vendor(s) harmless. The submission of a proposal indicates adherence to these conditions.
- H. Silence of Specifications: The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed

description concerning any point shall be regarded as meaning that only the best commercial practices and professional standards are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

- I. Insurance: By signing and submitting a proposal under this solicitation, the Proposer certifies that if awarded the contract, it will have the following minimum insurance coverage(s) at the time the contract is awarded. The Proposer further certifies that the Contractor and any subcontractors will maintain these insurance coverage(s) during the entire term of the contract and that all insurance coverage(s) will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Note: Coverages and actual limits and aggregates may be increased or decreased for specific projects during negotiation or as MCPS assesses the amount of risk. It is anticipated that the Proposer will also provide professional liability insurance as well as “all risk” builders risk insurance coverage.
 1. The Contractor shall maintain the following insurance to protect it from claims that could arise from performance of the Obligations, including claims (i) under the Workmen’s Compensation Act (ii) for personal injury, including death, and (iii) for damage to property, regardless of whether such claims arise out of Contractor’s actions or inactions, or those of Contractor’s subcontractor or other persons directly or indirectly employed by either of them:
 - a. Workers’ Compensation and Employer’s Liability: Contractor shall procure and maintain Worker’s Compensation and Employer’s Liability Insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting Contractor’s Obligations are to be performed. Such insurance shall not have a limit of liability less than the following:
 - (i) Bodily Injury by accident, \$500,000 for each accident;
 - (ii) Bodily Injury by disease, \$500,000 policy limit;
 - (iii) Bodily Injury by disease, \$500,000 for each employee.
 - b. Commercial General Liability: This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property damage, independent contractor, and personal injury insurance in support of Section XI-X of this agreement entitled “Indemnification”. This policy shall be endorsed to include MCPS as an additional insured during the Contract Period and shall state that this insurance is primary insurance as regards to any other insurance carried by MCPS. Contractor shall procure and maintain General Liability Insurance in an amount not less than:
 - (i) \$1,000,000 for each occurrence involving bodily injury;
 - (ii) \$1,000,000 for each occurrence involving property damage;
 - (iii) \$2,000,000 aggregate limits.
 - c. Comprehensive Automobile Liability: Contractor shall procure and maintain

Comprehensive Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the Contractor, with the following limits:

- (i) \$1,000,000 for each occurrence involving personal injury;
- (ii) \$1,000,000 for each occurrence involving property damage;
- (iii) \$2,000,000 aggregate limits.

J. No Crimes Against Children: By submitting its proposal, and as a condition of contract award, the Contractor certifies compliance with Code of Virginia § 22.1-296.1 and the following applies:

1. The Contractor shall complete a criminal records background check, for all states, with the Central Criminal Records Exchange through the Virginia State Police, on the Contractor, Contractor's employees or other persons that will provide services under this contract. Contractor shall provide the Owner with this information.
2. The Contractor shall complete an abuse and neglect of children background check, for all states, through the Oasis System with Child Protective Services, on the Contractor, Contractor's employees or other persons that will provide services under this contract. Contractor shall provide the Owner with this information. No person shall be assigned by Contractor to perform work related to this contract who has a record indicating any history of child abuse or neglect.
3. The Contractor must have staff bonded against theft, in accordance with Virginia license requirements. The bonds shall be acceptable to the Owner in all respects.
4. The Contractor acknowledges that the contract requires the Contractor, Contractor's employees or other persons that will provide services under this contract to have direct contact with MCPS students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person that will provide services during the contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
5. The Contractor understands that, pursuant to Code of Virginia § 22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Mecklenburg County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract. The Contractor is responsible for ensuring that each of its employees, subcontractors, partners, representatives or any other persons who will be in direct contact with students have and shall maintain such certifications on file for the duration of the contract period.
6. The Contractor shall execute and deliver to MCPS the Certification of No Crimes Against Children, attached hereto as Attachment C, with their proposal and upon execution of a contract.

- K. Tobacco and Tobacco Products: The Mecklenburg County School Board has designated all of its buildings and grounds tobacco free areas. Smoking or use of tobacco products is forbidden at all times.

III. **ATTACHMENTS**

The following list of attachments must be completed and submitted along with all pages of the Cover Sheet and Proposer's Proposal:

Attachment A: Anti-Collusion Statement

Attachment B: Debarment Statement

Attachment C: Certification of No Crimes Against Children

Attachment D: Vendor Information Form

ANTI-COLLUSION STATEMENT

In the preparation and submission of this bid on behalf of _____ (Contractor's Name), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1.69.9. The undersigned vendor hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the County of Mecklenburg has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

"...or otherwise take any action in the restraint of free competition in violation of the Sherman Antitrust Act, 15 USCS Sections 1 et seq.; the Virginia Antitrust Act, Virginia Code Sections 59.1-9.1 through 59.1-9.19; or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1-69.9."

Contractor's Authorized Officer Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Business Address: _____

Date: _____

DEBARMENT STATEMENT

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

Contractor's Authorized Officer Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Business Address: _____

Date: _____

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

I, _____, a duly authorized representative and officer of _____ (Contractor's Name), in accordance with § 22.1-296.1 of the Code of Virginia, hereby certifies that the Contractor, Contractor's employees, subcontractors, partners, representatives or any other persons that will provide services under this Contract to have direct contact with students (i) have not been convicted of a violent felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) have not been convicted of a crime of moral turpitude. For the purposes of this certification, "direct contact with students" is defined as "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, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Mecklenburg County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract. The Contractor is responsible for ensuring that each of its employees, subcontractors, partners, representatives or any other persons who will be in direct contact with students have and shall maintain such certifications on file for the duration of the contract period.

I do understand the above information and certify that the above statements are true.

Contractor's Authorized Officer Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Business Address: _____

Date: _____

MECKLENBURG COUNTY PUBLIC SCHOOLS

VENDOR INFORMATION FORM

The following vendor information is required with all RFP responses along with a completed and signed W-9 form (this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>):

Ordering Address:

Legal Business Name: _____

D/B/A: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Tax ID#: _____ SCC#: _____

Remittance Address:

Check box if same as above

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Contact Information:

Name: _____

Title: _____

Phone: _____ Fax: _____

Email Address: _____

13. APPENDIX

- A. PPEA Guidelines: - *Guidelines for Implementation of the Public-Private Education Facilities and Infrastructure Act of 2002* dated June 2022
- B. Sample Qualifications and Experience Forms (AIA Document A305 and B305 – attached by reference).
- C. Elementary School Facilities Study developed by Ballou Justice Upton Architects dated September 10, 2020

END OF DOCUMENT