REQUEST FOR QUALIFICATIONS
PROPOSAL
(RFP)

Issue Date: June 10, 2020
RFP# 2020-07073-01

Title: Term Contract for MEP Engineering Services

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

Period of Contract: For One (1) Year from Date of Award with the Option of Four (4) Additional One (1) Year Renewals.

Sealed Proposals will be received until 3:00 p.m. on July 7, 2020 for furnishing the goods/services described herein. Proposals received after the announced time and date for receipt will remain unopened. **No telephoned, faxed, or emailed proposals will be considered.**

The face of the envelope or shipping container shall be clearly marked in the lower left-hand corner as follows:

<table>
<thead>
<tr>
<th>RFP#:</th>
<th>RFP#2020-07073-01</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE:</td>
<td>Term Contract for MEP Engineering Services</td>
</tr>
<tr>
<td>PROPOSAL DUE:</td>
<td>July 7, 2020</td>
</tr>
</tbody>
</table>

All Inquiries for Information Should be Submitted in Writing and Be Directed To: Debra Shifflett, Buyer II, at or by Fax: (434) 972-4006.

**PROPOSALS MUST BE SHIPPED/MAILED, OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE.**

**PRE-PROPOSAL CONFERENCE:** No pre-proposal conference is scheduled for this solicitation.

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

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

Name and Address Of Firm:
_____________________________________________ Date: ________________________________________
_____________________________________________ By: _________________________________________
__________________________Zip Code: ___________             (Signature In Ink)

Telephone Number: (___) __________________________ Name: ________________________________________
Fax Number: (___) ____________________________             (Please Print)
E-mail Address: ________________________________ Title:  _________________________________________

**Virginia Contractor License No.** _____________________ I have the authority to bind the corporation.

**Class:** __________  **Specialty Codes:** ________________

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

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

This public body does not discriminate against faith-based organizations in accordance with the Virginia Code § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS FOR RFP# 2020-07073-01

RFP#2020-07073-01
(5/2019)
I. PURPOSE 3
II. BACKGROUND 3
III. TERM OF CONTRACT 3
IV. COMPETITION INTENDED 3
V. STATEMENT OF NEEDS 3
VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS 4
VII. EVALUATION AND AWARD CRITERIA 7
VIII PRE-PROPOSAL CONFERENCE 8
IX. GENERAL TERMS AND CONDITIONS 8
X SPECIFIC TERMS AND CONDITIONS 15
XI. METHOD OF PAYMENT 15
XII. ATTACHMENTS 16
I. PURPOSE: The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of MEP Engineering services as needed by Albemarle County and the School Board of Albemarle County.

II. BACKGROUND: Albemarle County and the School Board of Albemarle County often need professional engineering assistance for projects such as investigations, studies, reports, design of projects, and related services. The goal of this RFP is to contract with MEP Engineering firms that will agree to be available to provide these services in a timely manner, thereby reducing the County and School Board’s cost and time for advertising and developing numerous RFP’s and generally to increase the County and School Boards’ efficiency in obtaining professional services.

III. PROCUREMENT SCHEDULE AND TERM OF ANTICIPATED CONTRACT: One (1) year from final contract execution date with up to four (4) additional one (1) year renewals. Option exercise is the sole prerogative of the County and School Board.

IV. COMPETITION INTENDED: It is the County’s intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror’s responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source, or otherwise restrict competition. All comments, questions, or requests for clarification, including any notification regarding restrictions to competition, must be received by the Purchasing Agent not later than seven (7) days prior to the date set for receipt of offers. Offerors may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The County and School Board will not be bound by any oral statements.

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

V. STATEMENT OF NEEDS:

The selected MEP Engineers shall furnish all expertise, labor, and resources, in accordance with the requirements of the current edition of the Virginia Construction & Professional Services Manual to provide complete services necessary for Project Orders issued during the Contract term. The following generally summarized types of services that the engineering firm may be required to perform, depending on the individual Project Orders:

A. Prepare feasibility studies for proposed projects.

B. Prepare cost estimates for proposed projects.

C. Provide evaluations, analysis, recommendations, cost and time estimates, reports, feasibility studies, preparation of schematic or preliminary designs, field inspections and investigations, meeting minutes, inspection reports and code compliance investigation for architectural projects, structural engineering projects, and mechanical engineering projects.

D. Provide complete contract documents for project designs in accordance with the procedures of the current edition of the Virginia Construction & Professional Services Manual for projects assigned by the Project Order. Assist in the bidding process and contractor bid evaluations.

E. For standalone projects, provide services to investigate problems and prepare recommendations for corrective action. A significant emphasis will be placed on pre-design investigative services.

F. Mechanical/Plumbing Engineering will provide engineering services to completely design new systems, renovate/add to existing HVAC or plumbing systems and assist County and School Board with sustainability
and energy efficiency surveys and initiatives. MEP engineers will assist County and School Board with determination of when Commissioning services would be logical and effective.

G. Electrical Engineering will provide engineering services to completely design new systems, renovate/add to existing systems and Assist County and the School Board with sustainability and energy efficiency survey and initiatives.

H. Structural Engineering will provide engineering services to completely design new systems, conduct survey/studies to assist County and School Board with evaluations of existing facilitates and potential additions to County facilities. Will also provide consulting/design services on small projects where services may be limited to sketches and recommendations for specific items or issues.

I. Manage site visits as necessary to perform Basic Services.

J. Other types of professional services of a nature consistent with the intent of the RFP.

K. Attend and participate in meetings with County staff, County School staff, administrators, teachers, citizens, and other interested parties to discuss ideas to be incorporated into projects.

L. Attend Board of Supervisor and School Board meetings, if necessary.

Any project order for a feasibility study, programming, or bridging documents issued pursuant to the Term Contract shall not include the right to extend the MEP’s scope of services to include full design and construction period services and shall not be prohibited from participating in competitive negotiation procurement for such future services.

The nature of the projects that will be awarded under this RFP includes, but is not limited to:

a. Design of new buildings and structures: Includes, but is not limited to maintenance shops, pavilions, libraries, public restrooms, etc.

b. Building envelope repair and/or replacement: This includes, but is not limited to work on roofing, masonry or other exterior facade material, windows, doors, etc.

c. Interior renovation & minor building additions: Interior renovations includes but is not limited to flooring (or other finish) replacement, casework replacement, security improvements, minor structural changes, equipment replacement/upgrade (i.e. vehicular lift, kitchen equipment), ADA-access issues, office space reconfigurations, elevators, bathroom replacements, etc.

d. Mechanical, electrical and/or plumbing maintenance, replacement and/or upgrades.

e. Structural: Analysis, design, and/or repair recommendation.

A maximum of four (4) contracts may be awarded for building-related engineering disciplines other than site civil/environmental or landscape architecture, for which Term Contracts exist with the County and the School Board. Contracts will be established for both architectural services and building-related engineering services based on the nature of the projects listed above.

VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal along with an electronic copy of the proposal in either Microsoft Word or PDF format must be submitted to the County as a complete sealed proposal.

2. **Redacted Copies:** In addition to the copies of the RFP Response specified above, proposals must include, in both one (1) hard copy and included on the electronic media, a redacted copy of the proposal in accordance with the identified proprietary or confidential information, as determined by the Offeror. The redacted proposal, with proprietary language or data removed or blacked out, will be made available to the public in accordance with § 2.2-4342F of the Code of Virginia in response to requests for documents. It shall be the sole responsibility of
the Offeror to ensure the supplied, redacted copy protects the firm’s interests with regards to proprietary or confidential information that, in accordance with § 2.2-4342F of the Code of Virginia may be considered protected information.

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

3. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the County of Albemarle requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. As used in this RFP, the terms "must", "shall", "should" and “may” identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or “may” are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Virginia Code § 2.2-4342(F), in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
g. Fees for professional services are NOT to be included in the original proposal submittal; however, firms selected for discussion may be required to furnish non-binding estimates of professional fees, including projected man-hours, hourly rates, reimbursable expenses and other miscellaneous charges. The County reserves the right to require fee proposals be submitted by a specified deadline. The County may reject any fee proposals that are submitted after the designated date and time.

h. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

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

1. Section 1 – Methodology/Specific Plan: Provide a description of methodology of the offerors design and management processes incorporating an understanding of the goals and criteria of this project and how the offeror intends to meet those goals and criteria. Provide a specific plan for providing the service including:
   - what, when and how the service will be performed,
   - list of proposed equipment-goods/etc. including operational parameters, illustrations, etc., and
   - time frame for completion (if not otherwise specified by the County in the statement of needs) or compliance with schedule (a statement of understanding of the County’s desired project schedule, and a statement by the offeror that his/her firm can meet the schedule).

2. Section 2 – Experience: A written narrative statement to include:
   - Experience in providing the services described herein
   - Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, consultants, and sub-consultants to be assigned to the project. Provide the length (time and number of projects) of relationship the offeror has with the proposed employees, consultants, and sub-consultants.
   - Resumes of staff to be assigned to the project.
   - References: Provide at least four references for which work of a similar nature to that described herein was performed within the past three years. The reference should include the name, title, address, phone number, and email for the person on the owner’s team most intimate with the details of project being referenced. See Attachment B - Offeror Data Sheet.

3. Section 3 – Additional Information: This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.
   - Describe any planned use of small businesses and businesses owned by women and minorities and service disabled veterans in fulfilling this contract.
   - Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
   - Attachment C – State Corporation Commission Form – Pursuant to Virginia Code § 2.2-4311.2(B), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized...
to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

- Attachment C – State Corporation Commission & Registered Agent Form
- Attachment D – Certification of No Collusion
- Attachment E – Certification of Crimes Against Children & Acts of Moral Turpitude
- Attachment F – Insurance Requirements
- Attachment G – Proprietary/Confidential Information Identification
- Attachment H – Contract Form

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

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expertise, experience, and qualifications of the A/E's personnel in each discipline that may provide services relevant to the RFP.</td>
<td>25</td>
</tr>
<tr>
<td>A/E's plan to respond to requests for services and ability to complete any Project Orders in a timely manner. This would include how A/E plans to service County based on offerors proximity to Albemarle County.</td>
<td>15</td>
</tr>
<tr>
<td>Expertise and past experience of the A/E in providing services on other Term Contracts or on projects of similar size, scope and features as those required for the Scope of Services on this RFP.</td>
<td>25</td>
</tr>
<tr>
<td>A/E's recent (past 5 years) experience/history in designing project within the established &quot;Design-not-to-exceed&quot; budget.</td>
<td>15</td>
</tr>
<tr>
<td>A/E's experience in providing services in conformance to the State's Construction and Capital Outlay procedures in including Codes, Standards, Accessibility and Building Efficiency.</td>
<td>15</td>
</tr>
<tr>
<td>Financial Responsibility as evidenced by the A/E carrying Professional Liability Insurance.</td>
<td>5</td>
</tr>
</tbody>
</table>

B. AWARD OF CONTRACT: Procurement of professional services. The County of Albemarle shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror(s). The County shall award a contract, or contracts, in such form, terms and...
conditions as found at Attachment G hereto. A **County and School Board contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.** Any Offeror that requires, as policy of the Offeror, certain terms and conditions to be included in the contract shall provide such with the written proposal submission. Albemarle County and Albemarle County School Board Terms and Conditions shall take precedence over any conflicting Offeror terms and conditions. Should the Purchasing Agent, determine in writing and in their sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, the contract may be negotiated and awarded to that Offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract, or contracts, can be negotiated at a fair and reasonable price or prices. Should the County Executive or Purchasing Agent determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. The County and County School Board reserve the right to make multiple awards to multiple contractors, as determined to be to the best advantage to the County and School Board.

VIII. **PRE-PROPOSAL CONFERENCE:** No preproposal conference is scheduled for this solicitation.

IX. **GENERAL TERMS AND CONDITIONS:**

A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the County of Albemarle will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Albemarle has purchased or uses any of its products or services, and the contractor shall not include the County of Albemarle in any client list in advertising and promotional materials, unless the contractor has been given written permission by a County representative who is authorized to sign on behalf of the County.

B. **ANNOUNCEMENT OF AWARD:** Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given via a posting of written notice on the Purchasing webpage at [www.albemarle.org/purchasing](http://www.albemarle.org/purchasing).

C. **ANTI-TRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Albemarle all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Albemarle under said contract.

D. **APPLICABLE LAWS & COURTS:** This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the Albemarle County Purchasing Manual, Chapter 26-3. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

E. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.

F. **AUTHORITY TO TRANSACT BUSINESS:** Pursuant to Virginia Code § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current through the life of the awarded contract.

G. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

H. **CANCELLATION OF CONTRACT:** The County may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days’ advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.
I. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or $50,000, whichever is greater, without the advance approval of the County Administrator or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).

B. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County’s right to audit the contractor’s records and/or to determine the correct number of units independently; or

3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

J. **CLARIFICATION OF TERMS:** The County will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications shall be directed to the Purchasing Division and any material change will be submitted to all Offerors through issuance of an addendum. Any questions related to this solicitation MUST be submitted to the contact named on the first page of this solicitation no fewer than seven (7) work days prior to the bid opening or proposal closing date specified. Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process. Any contact with any County representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

K. **COLLUSIVE OFFERS:** The offer of any Offeror or Offerors who engage in collusive practices shall be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties shall be considered a collusive Offeror. The County may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section shall prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.

L. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that, in the event that any awarded contract involves information and data obtained as to personal facts and circumstances related to patients, students or clients, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual’s and the County’s written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the County of any breach or suspected breach in the security of such information. Contractors shall allow the County to both participate in the investigation of
incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

M. CONTRACTOR’S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor’s offer. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County’s sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County’s needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.

N. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm’s responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle.

O. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor’s intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The County has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the County’s Purchasing Office. Contractual disputes shall also be subject to the provisions of Virginia Code § 2.2-4363(D) and (E) (exhaustion of administrative remedies) and § 2.2-4364 (legal actions).

P. DEBARMENT STATUS: By submitting their offers, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

Q. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

R. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor’s employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor’s employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

S. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.

T. ETHICS IN PUBLIC CONTRACTING: Pursuant to Virginia Code § 2.2-4367: By submitting a bid, the bidder certifies that their bid is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
U. FORM W-9 REQUIRED: Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.

V. HEADINGS: Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.

W. IDLING REDUCTION REQUIREMENT: For any work performed within the City of Charlottesville, contractors are required to comply with the City of Charlottesville’s Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.

X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the County of Albemarle, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Y. INCLEMENT WEATHER/CLOSURE OF COUNTY OFFICES: If the County of Albemarle is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.

Z. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the County and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the County and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, County officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor’s subcontractors, agents or employees in the performance of Contractor’s or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

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

AA. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the types of coverages and minimum limits specified in the attached document, INSURANCE REQUIREMENTS, protecting from claims which may arise out of or result from the Offeror’s performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable.

BB. NEW EQUIPMENT: Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.

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

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

1. During the performance of this contract, the contractor agrees as follows:
A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor shall state that it is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over $10,000, so that the provision will be binding upon each subcontractor or vendor

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

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

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

GG. ONLINE VENDOR REGISTRATION REQUIRED: In the event of contract award, vendor is required to register using the County’s online vendor registration in order to issue purchase orders and payments to your firm. Further information regarding our online vendor registration can be found on our website at www.albemarle.org/purchasing or you can go directly to the site at http://bso.albemarle.org/bso/.

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

II. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor’s performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Contractor for the County are the sole property of the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

JJ. PAYMENT:
   a. To Prime Contractor:
      1. The County shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is
rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the County shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the County fails to make payment by the require payment date, the County shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.

2. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the County with a federal employer identification number, prior to receiving any payment from the County.

3. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number.

4. All goods or services provided under this contract or purchase order, that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which County department is being billed.

5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any County department of its prompt payment obligations with respect to those charges which are not in dispute (Virginia Code § 2.2-4363).

b. **To Subcontractors:**

1. A contractor awarded a contract under this solicitation is hereby obligated:

   i. To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

   ii. To notify the County and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

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

LL. **PRECEDENCE OF TERMS:** The following General Terms and Conditions: applicable laws and courts, anti-discrimination, ethics in public contracting, immigration reform and control act of 1986, debarment status, antitrust, mandatory use of county form and terms and conditions, clarification of terms, payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this solicitation, the Specific Terms and Conditions shall apply.

MM. **PUBLIC INSPECTION OF CERTAIN RECORDS:** Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts and other public records relating to the County’s procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq.). Any offeror, upon request, shall be afforded the opportunity to inspect bid or proposal records within a reasonable time after the opening of all bids but prior to award, except in the event the County decides not to
accept any of the offers and to reopen the solicitation. Otherwise, bid or proposal records shall be open to public
inspection only after award of the contract. Trade secrets or proprietary information submitted by an offeror in
connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act,
but only if the offeror (i) invokes the protections of Virginia Code § 2.2-4342 prior to or upon submission of the
data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the
reasons why protection is necessary. A general designation of a contractor’s entire bid or proposal submission
or volume as being “confidential” shall not be sufficient to invoke the protections referenced above.

NN. QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper
and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror
shall furnish to the County all such information and data for this purpose as may be requested. The County
reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding the
Offeror’s capabilities. The County further reserves the right to reject any offer if the evidence submitted by, or
investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the
obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

OO. RIGHT TO ACCEPT OR REJECT OFFERS: The County reserves the right to accept or reject any or all offers
in whole or in part and to waive any informality in the offer. Informality shall be defined as a minor defect or
variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.

PP. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the
County of Albemarle to facilitate the establishment, preservation and strengthening of small businesses and
businesses owned by women and minorities and service disabled veterans and to encourage their participation
in the County’s procurement activities. Toward that end the County of Albemarle encourages these firms to
compete and encourage other firms to participate in the procurement activities of the County through partnerships, joint
ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to
describe any planned use of such business in fulfilling this contract. Upon request, a list of certified businesses
under this requirement shall be made available.

QQ. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Virginia Code § 2.2-
4311.2(B), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1
or Title 50 is required to include in its bid or proposal the identification number issued to it by the State
Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the
Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is
required to include in its bid or proposal a statement describing why the Offeror is not required to be so

RR. TAXES: Include only taxes applicable to the project in this bid or proposal. The County is exempt from State
Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County’s tax-exempt status will be
furnished by the County of Albemarle upon request.

SS. TESTING AND INSPECTION: The County reserves the right to conduct any test/inspection it may deem
advisable to assure goods and services conform to the specifications.

TT. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid
and Allowed. By submitting their offers, all offerors certify and warrant that the price offered for FOB
destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual
weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging,
packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the
outside with purchase order number, commodity description, and quantity.

UU. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or
manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the
general style, type, character, and quality of the article desired. Any article which the County, in its sole
discretion, determines to be the equal of that specified, considering quality, workmanship, economy of
operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and
specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and
technical detail to enable the County to determine if the product offered meets the requirements of the
solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in
competitive sealed bidding only the information furnished with the bid will be considered in the evaluation.
Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the
offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be
considered to offer the brand name product referenced in the solicitation.
VV. VIRGINIA GOVERNMENTAL FRAUDS ACT: Each offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each offeror is required to submit a certification that its offer, or any claim resulting therefrom, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in Virginia Code § 18.2-498.5. As part of this offer a notarized Certificate of No Collusion must be submitted with the offer. Certificate attached.

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

X. SPECIFIC TERMS AND CONDITIONS:

A. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Albemarle, whichever is sooner. The agency, its authorized agents, and/or the County of Albemarle shall have full access to and the right to examine any of said materials during the said period.

B. AWARD TO MULTIPLE OFFERORS: The County of Albemarle reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The County of Albemarle reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County of Albemarle also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

C. RENEWAL OF CONTRACT: Contract shall be for one year beginning date of award with the option to renew under the terms of the original agreement for up to four (4) additional one year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, Other Services, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

D. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor’s employees or other persons within Contractor’s control to have direct contact with Albemarle County Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the County of Albemarle and to the Albemarle County School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

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

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

XI. METHOD OF PAYMENT: The contractor will be paid after services rendered. Invoices will be sent on a monthly basis.
XII. ATTACHMENTS:

<table>
<thead>
<tr>
<th>Attachments</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTACHMENT A</td>
<td>Not Used</td>
</tr>
<tr>
<td>ATTACHMENT B</td>
<td>Offeror Data Sheet</td>
</tr>
<tr>
<td>ATTACHMENT C</td>
<td>State Corporation Commission &amp; Registered Agent Form</td>
</tr>
<tr>
<td>ATTACHMENT D</td>
<td>Certification of No Collusion</td>
</tr>
<tr>
<td>ATTACHMENT E</td>
<td>Certification of Crimes Against Children and Acts of Moral Turpitude</td>
</tr>
<tr>
<td>ATTACHMENT F</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>ATTACHMENT G</td>
<td>Proprietary/Confidential Information Identification</td>
</tr>
<tr>
<td>ATTACHMENT H</td>
<td>Contract Form</td>
</tr>
</tbody>
</table>