

**BEDFORD COUNTY PUBLIC SCHOOLS
310 South Bridge Street
Bedford VA, 24523
540-586-1045**

**November 19, 2020
REQUEST FOR PROPOSALS**

For: Architecture/Engineering and Related Services Basic Ordering Agreement

Proposal Due Date: January 4, 2021, 2:00 P.M.

Proposal Delivery Method: email to Mac Duis at mduis@bedford.k12.va.us

Procurement Contacts: Dr. Mac Duis, Chief Operations Officer

INTRODUCTION AND PURPOSE

Introduction: Bedford County Public Schools (BCPS) is responsible for developing, improving, and maintaining school facilities, an efficient and safe drinking water and wastewater system for Bedford County Public Schools, and for other matters which require the procurement of architectural/engineering services from time to time.

Purpose: The purpose of this solicitation is to select approximately five architectural/engineering companies to provide professional services on an as-needed basis under a Basic Ordering Agreement (BOA). These services will be provided under separate task orders for each project identified by BCPS and the firm chosen based on its experience and ability to complete the listed tasks. The list of possible services is provided in Section C. The selected architectural/engineering companies must demonstrate the ability to provide a majority of the services listed and identify those that they plan to provide by subcontracting. BCPS will select approximately five architectural/engineering companies based on their skills and abilities to provide the services identified, but each company does not necessarily have to be capable of providing all the skills listed.

This RFP, plus the resulting agreement, shall be consistent with, and governed by the Virginia Public Procurement Act (VPPA) and Bedford County Public Schools Purchasing Regulations.

Schedule of Events:

- | | |
|---|----------------------------|
| 1. Submission of Proposals | January 4, 2021, 2:00 P.M. |
| 2. Follow up letters to proposing firms | Week of January 11, 2021 |

A. SCOPE OF SERVICES

The purpose of this solicitation is to select approximately five architectural/engineering companies to provide professional services on an as-needed basis under a Basic Ordering Agreement (BOA). The term will be for an initial one-year term plus up to two (2) one-year extensions at the discretion of BCPS, if the work is deemed to be acceptable to BCPS. These services will be provided under separate task orders for each project identified by BCPS, and the firm will be chosen by BCPS. Over the next three years BCPS expects to have several projects. It is expected that BCPS will require various concept, design and specification writing, and construction administration services in association with new or expanded/upgraded systems such as the following but not limited to those listed (please note that the following are not listed in any particular order and are just shown as examples):

- Wastewater System
- Water System
- Surveying, Geotechnical Engineering, GIS, AutoCAD and Hydraulic Modeling Associated with a Particular Task Order
- Cost Estimating, Rate Analysis and Support to Financing
- Easement/Right of Way Plat Preparation
- Architectural Design for Facility Renovation/Construction

The selected architectural/engineering companies must demonstrate the ability to provide a majority of the services listed above and identify those that they plan to provide by subcontracting. BCPS will select approximately five architectural/engineering firms based on their skills and abilities to provide the services identified, but each company does not necessarily have to be capable of providing all the skills necessary. BCPS is selecting a group of architectural/engineering companies to ensure that all service categories are covered among the different firms. The companies do not need to “team” for the proposal if they can provide a majority of the services listed.

Award of Tasks

The companies selected under the BOA may be asked to develop a scope of services for a particular task. BCPS reserves the right to negotiate the cost of the task with a

BOA or to reject the proposal if it is felt the cost or scope is unacceptable. The tasks will remain within the scope of services listed above and cannot have a total cost above \$60,000. The total quantity of work offered under the BOA to any one of the selected companies cannot exceed \$300,000 for the whole contract year. BCPS reserves the right to choose to procure any tasks by separate RFP that they feel is appropriate rather than award it through the BOA; any work awarded through a separate RFP shall not be included in determining whether a selected company has exceeded \$300,000 for the contract year. At BCPS's discretion, large engineering tasks may be bid as a separate project rather than awarded through the BOA based on the overall cost of the project, complexity of the project, need for specialized expertise or requirements for procurement based on loan agency requirements.

B. SELECTION PROCEDURE

In general, the following process will be conducted to select the architectural/engineering companies:

1. Statements of company's experience and qualifications must be submitted in the form defined under SUBMITTAL REQUIREMENTS (Section C)
2. A Selection Committee composed of BCPS staff and other appropriate individuals will evaluate all companies.
3. Companies will be evaluated based on the submission criteria listed in the "Submittal Content" in Section C. If needed, approximately five engineering companies will be invited for interviews based on the evaluation.
4. The selection committee may conduct interviews with the companies identified and will develop a recommendation for final decision by BCPS staff.

C. SUBMITTAL REQUIREMENTS AND CONTENT

Bedford County Public Schools seeks professional organizations having experience, qualifications, and qualities described herein. Proposals shall be clear and concise, avoiding excessive content and unrelated work samples.

Proposal submittal shall contain the following information presented in the following order:

1. The email header for the submission should contain the following information:

Architectural/Engineering Services– Basic Ordering Agreement, Name of Firm

2. List the services that the company has the ability to provide from the Scope of Services listed above. Provide an expected project scope and management approach to all tasks, including an outline, areas of particular interest, and any innovative approaches the company can offer. If the company plans to use outside sub-consultants or sub-contractors for any of these tasks, please identify the sub-consultants or sub-contractors and be sure to list relevant projects they have completed under item 3 below.
3. List relevant but different types of projects completed by the company within the last five years for at least three of the different categories listed above. Experience in Virginia for municipal clients is preferred but not required to propose. Include short descriptions, dates, and client references (include client contact person, address, and phone number) of these representative projects.
4. List relevant BOA contracts that the company is currently providing services to a client similar to BCPS. Include a description of projects performed for the client, contact person, and phone number. Sub-consultants should provide this information as well. Experience as a BOA engineer is preferred but not required.
5. Summary qualifications of key individuals (and office location for each) to be assigned to the work including the projects listed in items 3 and 4 in which they have been involved. Close proximity of office is preferred although not required. The persons listed should include the Client Manager and Project Manager (which would remain constant for all different project areas) as a contact with BCPS, and workers for the different services listed above. Resumes with a maximum of two pages may be included. Resumes must exhibit qualifications and experience of the individual in the type of work to be conducted with emphasis on projects similar in nature to those listed above. The Project Manager must be a licensed professional architect/engineer in the Commonwealth of Virginia.
6. Show that the company has a working knowledge of the regulations and processes of the VDH, VDOT, DEQ, Bedford County, and other regulatory agencies, as appropriate. Explain all direct experience with the local branch of each agency.
7. Verify that required insurance coverage is available, provide insurance certificates if available, and express willingness to sign contract as written.
8. Describe the quality assurance procedures that will be implemented for the project. Identify who will be responsible for the quality assurance program; who will be checking and coordinating the documents; how often the documents will be checked; and, the proposed method of documenting quality assurance. Discuss the ability of the company to track and meet the

schedule. Also, describe your approach to monitoring contract expenses and labor hours to avoid contract cost overruns.

No information other than these eight (8) items should be provided. Please keep the proposals as brief as possible and easy to navigate. If other information is provided, BCPS will not consider it.

ATTACHMENT 1

ADVERTISEMENT

**REQUEST FOR PROPOSALS
PROFESSIONAL ARCHITECTURE/ENGINEERING
BASIC ORDERING AGREEMENT**

Bedford County Public Schools is requesting proposals from engineering companies interested in providing professional architecture/engineering and related services on an as-needed basis under a Basic Ordering Agreement (BOA). BOA services are intended to cover a wide array of task orders from concept engineering, to plans and specifications and construction assistance for facility modification, HVAC, water, wastewater, and other projects. Approximately five architectural/engineering firms may be selected under the BOA.

Obtain the Request for Proposal (RFP) from the Bedford County Public Schools webpage at <http://bedford.sharpschool.net>, Proposals will be accepted until 2:00 P.M., January 4, 2021 via email to Mac Duis at **mduis@bedford.k12.va.us** .

ATTACHMENT 2

AGREEMENT FOR CONSULTING SERVICES

BASIC ORDERING AGREEMENT-ARCHITECTURE/ENGINEERING SERVICES

This non-exclusive Agreement is made this ____ day of _____, 2021, by and between Bedford County Public Schools, Virginia, hereafter known as BCPS and _____, hereinafter referred to as the CONSULTANT:

Scope of Services

The scope of services will be developed from the scope discussed in the RFP with help from the chosen consultant.

Performance Period

This Agreement shall be in effect for an initial one-year term plus up to two (2) one-year extensions at the discretion of BCPS, if the work is deemed to be acceptable to BCPS. Each project will be awarded as a Task Order, complete with fee estimate, schedule and work plan. Each task will remain within the scope of services and cannot have a total cost above \$60,000. The total quantity of work offered under the BOA to any one of the selected companies cannot exceed \$300,000 for the whole contract year. BCPS reserves the right to choose to procure by separate RFP any tasks that they feel is appropriate rather than award it through the BOA; any work awarded through a separate RFP shall not be included in determining whether a selected company has exceeded \$300,000 for the contract year. CONSULTANT acknowledges and agrees that BCPS staff can choose not to award a Task Order to CONSULTANT based on BCPS staff's consideration of the factors set forth in BCPS's Procedures for Distribution of Multiple Projects Under Basic Ordering Agreement, and that CONSULTANT shall not be guaranteed the award of any Task Order simply by virtue of entry into the BOA.

Contacts

The primary point of contact will be _____ for the CONSULTANT who will be designated as the Project Manager for all work. He (she) will be the point of contact for BCPS staff to meet the needs for the specific project being considered.

Ownership of Materials

Ownership of Material: Ownership of all data, material and documentation originated and prepared for BCPS pursuant to this contract shall belong exclusively to BCPS and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act, except that the right of public inspection shall not apply to trade secrets or proprietary information for which the statutory right to protection has been properly invoked by CONSULTANT.

Termination

- a. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice. Scope and cost will be developed for each phase of services.
- b. Termination for Non-Appropriation of Funds: If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Agreement is entered into, for the purposes of this Agreement, then BCPS may terminate this Agreement upon thirty (30) days prior written notice to the CONSULTANT. Should termination be accomplished in accordance with this Section, the BCPS shall be liable only for payments due through the date of termination.

Attachments

1. Detailed Scope Project Fees
2. Insurance Certificate.
3. Conflict of Interest Form (RFP Submission Form)

Modifications or Changes to the Agreement

- a. All modifications and changes to the Agreement shall be in writing and must be approved by BCPS staff.
- b. The Point of Contact person, with the concurrence of the BCPS representative for the project, shall have the authority to order changes for any approved tasks which affect the cost or time of performance for the task. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the CONSULTANT shall not be excused from performance under the changed task by failure to agree to such changes, and it is the express purpose of this provision to permit

unilateral changes in the task subject to the conditions and limitations herein.

- c. The CONSULTANT need not perform any work described in any Change Order unless it has received a certification from BCPS that there are funds budgeted and appropriated sufficient to cover the cost of such changes; and has received a Task Order to complete the change order work. Should the CONSULTANT choose to begin work before this occurs, CONSULTANT will work at its own risk.
- d. No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Agreement.

BEDFORD COUNTY PUBLIC SCHOOLS STANDARD TERMS AND CONDITIONS

1. General Provisions

1.1 Unless otherwise agreed to in a writing signed by the Chief Financial Officer of Bedford County Public Schools, and approved as to form by the attorney for the Bedford County School Board, these Standard Terms and Conditions apply to and govern all purchases, regardless of the type of goods or services purchased, between the Bedford County School Board (the "Board") and _____ (the "CONSULTANT").

2. Definitions

2.1 "Solicitation" means the vehicle by which the Board solicited pricing, and if applicable other terms, by which it could acquire goods or services from CONSULTANT, regardless of whether the vehicle was an Invitation for Bids, Request for Proposals, Request for Quotes, telephone quotes or any other means permissible under the Bedford County Code, Board policy, or Virginia law.

2.2 "Contract Documents" means all documents that constitute any legal and binding agreement between the CONSULTANT/Bidder and the Board, including these Standard Terms and Conditions.

2.3 "Contract Period" means the time period from the time that CONSULTANT first becomes legally bound to provide goods or services to the Board in response to a Solicitation until all of CONSULTANT's contractual obligations to the Board, arising out of the Solicitation, cease.

2.4 "Obligations" means all legal obligations of CONSULTANT under any Contract Documents.

3. Laws of the Commonwealth

3.1 The Contract Documents shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia and the Bedford County Code. CONSULTANT represents and warrants to the Board that:

- a. During the Contract Period, it will comply and conform with the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Values Act, as amended, where applicable;
- b. It 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, or otherwise violate the provisions of, the Immigration Reform and Control Act of 1986; and,
- c. Will comply with all federal, state and local laws and regulations applicable to the performance of the services procured.

4. Contract Provisions Required by State Law

4.1 Pursuant to Section 2.2-4201 of the Code of Virginia and applicable Board policy, in every contract of over \$10,000, the CONSULTANT agrees during the Contract Period that CONSULTANT:

- a. Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CONSULTANT;
- b. Will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and
- c. Will state that the CONSULTANT is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT 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. If the CONSULTANT employs more than five employees, the CONSULTANT shall (i) provide annual training on the CONSULTANT's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human

Resource Management, and (ii) post the CONSULTANT's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the CONSULTANT owns or leases for business purposes and (b) the CONSULTANT's employee handbook; and

e. Will include the provisions of the foregoing subparagraphs in every subcontract or purchase order exceeding \$10,000 issued by CONSULTANT in order to fulfill its obligations, so that the provisions will be binding upon each subcontractor or CONSULTANT employed by CONSULTANT.

4.2 Pursuant to Section 2.2-4312 of the Code of Virginia and applicable Board policy, in every contract of over \$10,000, the CONSULTANT agrees during the Contract Period the CONSULTANT shall:

a. Provide a drug-free workplace for its employees;

b. 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 its workplace and specify the actions which will be taken against any employee for a violation;

c. State in all of its solicitations or advertisements for employees that the CONSULTANT maintains a drug-free workplace; and

d. Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or subcontractor.

e. For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a CONSULTANT under a solicitation and in accordance with the Virginia Public Procurement Act and/or the Bedford County Code.

f. In addition to the provisions contained in sub-paragraph c pertaining to drug-free workplaces, the CONSULTANT shall comply with the federal Drug Free Workplace Act.

4.3 Pursuant to Section 2.2-4343.1 of the Code of Virginia and applicable Board policy, in all solicitations, contracts, and purchase orders, the Board does not discriminate against faith-based organizations.

a. "Faith-based Organization" means a religious organization that is or applies to be a CONSULTANT to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

- b. If CONSULTANT is a faith-based organization, then CONSULTANT shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice in bold-face type:

NOTICE

Neither the Board's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form.

4.4 Pursuant to Section 2.2-4311.2 of the Code of Virginia, if Bidder is authorized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Bidder shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

5. Certifications

5.1 The CONSULTANT certifies that CONSULTANT's response to any Solicitation:

- a. Has been prepared without prior participation, understanding, agreement, or connection with any corporation, firm or other person that is also submitting a bid in response to the same solicitation;
- b. Is in all respects fair, without misrepresentations of fact, and free from collusion or fraud;
- c. Is in full compliance with the Virginia Conflicts of Interest Act;
- d. Is or is intended to be competitive and free from any collusion with any person, firm or corporation; and,
- e. Has been prepared without the benefit of being provided information not available to the general public, or other potential bidders, such as insider information known to Board employees or other sources which may have gained such information from interaction with Board employees;

5.2 The CONSULTANT has not offered or received any kickback from any other bidder or CONSULTANT, supplier, manufacturer, or subcontractor in connection with the bid on this Solicitation. A kickback is defined as an inducement for the award of a contract, subcontract, or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

5.3 The CONSULTANT is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of his bid proposal is to be performed;

5.4 The CONSULTANT understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this Invitation for Bids; and

5.5 Neither CONSULTANT, CONSULTANT's subcontractors, nor any person acting on CONSULTANT's behalf, have conferred, or will confer, on any public employee having official responsibility for a 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 is exchanged.

6. Warranties

6.1 If applicable, CONSULTANT warrants to the Board that all materials and equipment furnished shall be new, unless otherwise specified, and that CONSULTANT's Work shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to, and not in limitation of, any other warranty or remedy required by law or by the Contract Documents. If the Contract does not state a specific warranty period, the CONSULTANT warrants CONSULTANT's Work for a period of one (1) year from the date of Substantial Completion of the entire Project. In no event shall CONSULTANT's warranty period be less than or terminate earlier than any warranty provision specified in the Contract.

6.2 The CONSULTANT agrees that if warranties set forth in the Contract Documents are in any respect breached, the CONSULTANT will pay to the

Board the full contract price agreed to by the Board to be paid for the supplies, materials, equipment or services furnished under the bid or proposal. These rights and remedies are in addition to and do not limit those rights and remedies otherwise available to the Board.

7. Modifications, Additions or Changes

7.1 Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the Board. No fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the Contract or \$50,000, whichever is greater, without the approval of the Board. The amount of any contract may not be increased for any purpose without adequate consideration provided to the Board.

8. Procurement Code

8.1 Solicitations are subject to applicable School Board policy, which is hereby incorporated into this Contract in its entirety. ANY SOLICITATION OR CONTRACT DOCUMENTS THAT ARE ISSUED, REQUESTED OR EXECUTED IN VIOLATION OF BEDFORD COUNTY SCHOOL BOARD POLICY, OR VIRGINIA LAW ARE VOID AB INTIO, AND OF NO EFFECT, REGARDLESS OF WHETHER ANY PURCHASE HAS BEEN MADE UNDER THE CONTRACT DOCUMENTS AND IRRESPECTIVE OF THE AMOUNT OR LENGTH OF CONSULTANT'S PERFORMANCE UNDER THE CONTRACT DOCUMENTS.

9. Indemnification

9.1 CONSULTANT shall indemnify, defend, and hold harmless School Board, its officers, agents and employees from and against any third party claim, cause of action, or demand (each a "Covered Claim"), including the cost and expense (including attorneys' fees) from any and against all claims, liabilities, damages, losses, judgments, charges and/or causes of action resulting from any breach of this Contract by CONSULTANT and any negligence or intentional misconduct by CONSULTANT for which the School Board, its officers, agents, or employees are alleged to be liable.

10. Audit

10.1 The CONSULTANT hereby agrees to retain all books, records, and other documents relative to CONSULTANT's Obligations and the Contract Documents for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The Board and 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 CONSULTANT for the purpose of making audits, examinations, excerpts or transcriptions.

11. Required Payment

11.1 The CONSULTANT covenants and agrees that it shall take one of the two following actions within seven (7) days after receipt of any amounts paid to the CONSULTANT by the School Board for work performed by a subcontractor under the Contract:

- a. pay any subcontractor for its proportionate share of the total payment received from the Board attributable to the work under the Contract performed by such subcontractor, or
- b. notify the Board and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefore.

11.2 CONSULTANT agrees to provide its federal employer identification number or social security number, as applicable, as a condition precedent to the Board being required to make any payment to the CONSULTANT under the Contract Documents.

11.3. CONSULTANT agrees to pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONSULTANT on all amounts owed by the CONSULTANT that remain unpaid after seven (7) days following receipt by the CONSULTANT of payment from the Board for work performed by the subcontractor in furtherance of CONSULTANT meeting its Obligations to the Board, except for amounts withheld pursuant to subparagraph 15.1(b) above.

11.4 Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

11.5 CONSULTANT agrees to include in its contracts with all subcontractors the requirements of 15.1(a) and 15.1(b) above and a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

11.6 CONSULTANT's obligation to pay an interest charge to a subcontractor pursuant to the payment clause above shall not be construed to be an obligation of the Board. No contract modification shall be made for the purpose of providing reimbursement for the interest charge. Any cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

12. Compliance With Laws

12.1 All work performed shall be in accordance with all local, state and federal codes, laws and regulations, including but not limited to: Virginia Conflict of Interest Act, Virginia Fair Employment Contracting Act, Virginia Freedom of Information

Act, Virginia Prompt Payment Act, the Virginia Public Procurement Act, and Board policies.

13. Availability of Funds

13.1 It is understood and agreed between the parties herein that the Board shall be bound hereunder only to the extent of the funds available and duly appropriated or which may hereafter become available and duly appropriated for the purpose of fulfilling the Board's Obligations with respect to the Contract Documents.

14. Tax Exemption

14.1 The Bedford County School Board, as a political subdivision of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. The Board's tax identification number is 54-6001143.

15. Choice of Law

15.1 To ensure uniformity of the enforcement of the Contract Documents, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to their principles of conflicts of law.

16. Forum Selection

16.1 The parties hereby submit to the personal jurisdiction of, and venue in, the General District or Circuit Court of Bedford County, Virginia for resolution of any and all claims, causes of action or disputes between CONSULTANT and the Board. CONSULTANT agrees that service by registered mail to the address set forth in Paragraph 31.1 of these Standard Terms and Conditions shall constitute sufficient service of process for any such action.

17. Severability

17.1 If any provision of any one, or all of the Contract Documents is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reason, such provision shall be fully severable and the remainder of the Contract Documents shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the Contract Documents, and the remaining provisions of the Contract Documents shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance.

18. Attorneys' Fees

18.1 Should the Board employ an attorney to either (i) institute and maintain a suit against CONSULTANT arising out of the Contract Documents or CONSULTANT's Obligations (ii) assist in enforcing or defending any of the Board's rights under the Contract Documents (iii) protect the Board's interest in any matter arising under a contract with CONSULTANT (iv) collect damages for the breach of a contract or any other amounts owed to the Board; or (v) recover on a surety bond given by the CONSULTANT, then the Board shall be entitled to recover its attorneys' fees, costs, charges, and expenses expended or incurred therein from the CONSULTANT if the Board prevails in court.

19. Notices

19.1 All requests, notices and other communications required or permitted to be given under the Contract Documents shall be in writing. Delivery of a notice shall be deemed to have been made when such notice is either:

- a. duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect; or
- b. transmitted by hand delivery, telegram, telex, telecopy or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the Board shall be sent to:

Superintendent of Schools
Bedford County Public Schools
311 South Bridge Street
Bedford, VA 24523

With a copy to:
Wade T. Anderson, Esq.
Sands Anderson, P.C.
P.O. Box 1998
Richmond, VA 23218-1998

20. Contractual Claims Procedure

20.1 Contractual claims or disputes by CONSULTANT against the Board, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that CONSULTANT shall give the Board written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of CONSULTANT's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope.

Whether or not CONSULTANT files such written notice, CONSULTANT shall proceed with the work as directed. If CONSULTANT fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

20.2 The Board, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the CONSULTANT by written notice.

20.3 If the CONSULTANT disagrees with the decision of the Board concerning any pending claim, the CONSULTANT shall promptly notify the Board by written notice that the CONSULTANT is proceeding with the work under protest. Any claim not resolved, whether by failure of the CONSULTANT to accept the decision of the Board or under a written notice of CONSULTANT's intention to file a claim or a detailed claim not acted upon by the Board, shall be specifically exempt by the CONSULTANT from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

20.4 The Board's decision on contractual claims shall be final and conclusive unless the CONSULTANT appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate court.

21. No Crimes Against Children

21.1 CONSULTANT acknowledges that the implementation of the Contract Documents requires CONSULTANT, CONSULTANT's employees or other persons that will provide services under this Contract to have direct contact with Bedford County Public Schools students. Therefore, CONSULTANT hereby certifies that neither CONSULTANT, CONSULTANT's employees nor any person that will provide services under the Contract Documents 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.

21.2 CONSULTANT 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. Bedford County Public Schools shall not be liable for materially false statements regarding the certifications required under the Contract Documents.

21.3 The CONSULTANT shall execute and deliver to the Board upon execution of the Contract Documents the CERTIFICATION OF NO CRIMES AGAINST CHILDREN attached hereto as Attachment #3.

ATTACHMENT 3
CERTIFICATION OF NO CRIMES AGAINST CHILDREN

CONSULTANT acknowledges that the implementation of this Contract requires CONSULTANT, CONSULTANT's employees or other persons that will provide services under this Contract to have direct contact with **Bedford County Public Schools** students. Therefore, CONSULTANT hereby certifies that neither CONSULTANT, CONSULTANT's employees nor any person that will provide services under this 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 violent felony that constitutes a barrier crime in subsection A of § 19.2-392.02 or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

CONSULTANT 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. **Bedford County Public Schools** shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

[] NO

[] YES (please explain) _____

CONSULTANT

Date

By: _____

Print: _____

Title: _____

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, the receipt of all of which is hereby acknowledged, the parties have affixed their signatures to this Agreement:

Bedford County Public Schools

CONSULTANT

(SEAL)

(SEAL)

BY _____

BY _____

NAME _____

NAME _____

TITLE _____

TITLE _____

DATE _____

DATE _____

ATTEST _____

ATTEST

TITLE _____

TITLE _____

TYPE NAME _____

TYPE NAME _____

The foregoing Agreement was acknowledged before me, a Notary Public in and for the Commonwealth of Virginia, this ____ day of _____, 2021, by _____ of Bedford County Public Schools, Virginia.

The foregoing Agreement was acknowledged before me, a Notary Public in and for the Commonwealth of Virginia, this ____ day of _____, 2021, by _____ in _____, Virginia.

My commission expires: _____.

My commission expires: _____.

ATTACHMENT 4
RFP SUBMISSION FORM
BOA-ENGINEERING SERVICES

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____

Address _____

Contact Person _____ Title _____

Telephone No. _____ Fax No. _____ E-mail _____

Organized under the laws of State of _____

Principal place of business at _____

Following are names and addresses of all persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____

Bedford County Public Schools requests, as a matter of policy, that any consultant or company receiving a contract of award resulting from this Request for Proposal issued by Bedford County Public Schools shall make certification as specified below. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our company, partnership, or corporation, that no employee of the *BCPS*, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Va. Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act.

The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If such a conflict exists, the offeror is prepared to sign a non-disclosure agreement.

SECTION IV – COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, company, or person submitting for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____ Date _____

Name (Printed) _____ Title _____

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL

ATTACHMENT 5
RFP PRE-PROPOSAL FORM
BOA-ENGINEERING SERVICES

Please notify me of all amendments made to this proposal. Yes No

Company _____

Address _____

Contact Person _____ Title _____

Telephone No. _____ Fax No. _____ E-mail _____

Signature _____ Date _____

Name (Printed) _____ Title _____