



DEPARTMENT OF PURCHASING

304 CEDAR ROAD • CHESAPEAKE, VA 23322
PHONE: (757) 547-0265

March 7, 2023

To All Interested Parties:

Please find attached hereto our **Request for Proposal (RFP) 39-2223 for Mold, Indoor Environmental Assessment, and Remediation Services**. Please read carefully the information contained herein. **RFP responses are to be submitted electronically exclusively via DemandStar eBidding (www.demandstar.com)**. RFP responses must be submitted to DemandStar no later than **4:00 P.M. EST on April 7, 2023**.

The District has the following requirements for submitting your response:

- **RFP responses are to be submitted electronically exclusively via DemandStar eBidding (www.demandstar.com)**.
 - Instructions for Vendors to register with the DemandStar Network are available to download at: <https://cpschools.com/purchasing/current-bids/>.
 - Instructions for submitting a RFP response electronically (eBidding) on DemandStar are available to download at: <https://cpschools.com/purchasing/current-bids/> .
- Hard copies and responses submitted by e-mail, facsimile, and telephone **will not be accepted**.
- You are also requested to submit one (1) redacted hard copy with your online response.

All requests for clarification or questions regarding this RFP should be sent via email to Michele.Zimbro@cpschools.com and must be received no later than seven (7) calendar days (March 31, 2023) prior to the RFP due date. If necessary, an addendum will be posted on DemandStar (www.demandstar.com) as well as the Chesapeake Public Schools Purchasing Department website (<https://cpschools.com/purchasing/current-bids/>).

Vendors are encouraged to check DemandStar or the District's website daily up to 48 hours prior to the proposal closing to check and secure any addenda. Receipt of addenda must be acknowledged on the Letter of Transmittal.

If you have any questions, you may contact Michele Zimbro at via email at Michele.Zimbro@cpschools.com.

Sincerely,

Michele Zimbro, CPPB
Buyer

LETTER OF TRANSMITTAL

****THIS FORM MUST BE SIGNED BELOW AND RETURNED IN THE PROPOSAL TO BE CONSIDERED A VALID OFFER****

ISSUE DATE: MARCH 7, 2023	RFP NUMBER: 39-2223
TITLE: MOLD, INDOOR ENVIRONMENTAL ASSESSMENT, AND REMEDIATION SERVICES	COMMODITY CODES: 926-78
DIRECT INQUIRIES TO: Michele Zimbro, CPPB, Buyer	USING DEPARTMENT: SCHOOL PLANTS
Department of Purchasing	CLOSING DATE: APRIL 7, 2023
Michele.Zimbro@cpschools.com	CLOSING TIME: 4:00 P.M. EST

Proposals will be received until **4:00 P.M., April 7, 2023**, for furnishing services described herein. If necessary, an addendum will be posted on DemandStar (www.demandstar.com) as well as on the Chesapeake Public Schools' Purchasing Department website (<https://cpschools.com/purchasing/current-bids/>).

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSAL AND TO ALL THE CONDITIONS IMPOSED THEREIN AND HEREBY INCORPORATED BY REFERENCE, THE UNDERSIGNED OFFERS, AND AGREES TO FURNISH SERVICES REQUESTED IN THE SOLICITATION. I HEREBY CERTIFY THAT THE INFORMATION SUPPLIED HEREIN IS CORRECT AND THAT NEITHER THE VENDOR NOR ANY PERSON(S) CONNECTED WITH THE VENDOR AS A PRINCIPAL OR OFFICER, TO MY KNOWLEDGE, IS NOT DEBARRED OR OTHERWISE DECLARED INELIGIBLE BY ANY AGENCY OF THE FEDERAL, STATE AND / OR LOCAL GOVERNMENT, THE COMMONWEALTH OF VIRGINIA, OR ANY LOCALITY IN THE STATE OF VIRGINIA, FROM CONTRACTING TO PROVIDE THE GOODS AND / OR SERVICES REQUESTED HEREIN, NOR IS IT AN AGENT OF ANY PERSON OR ENTITY THAT IS CURRENTLY SO DEBARRED.

THIS SECTION MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM.

Name and Address of Firm:

(Firm) **Date:** _____

(Street Address) **Name:** _____
(Please print)

(City) **Signature:** _____
(Signature of person authorized to bind the Firm contractually)

(State) _____ (Zip Code) **Title:** _____

Phone: _____ **Fax:** _____

FEI #: _____ **DUNS #:** _____

E-Mail Address: _____ I agree to the Cooperative Procurement Clause Yes No

Acknowledge receipt of Addendum #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
(Initial above for each addendum received)

~ Vendors: Please complete and return this form with RFP response. ~

Vendor's Authorization to Transact Business in the Commonwealth

To the extent the Contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership; such entity shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity by the State Corporation Commission. Any such business entity shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this contract. The **Owner** may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code Section 2.2-4311.2.

Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

State Corporation Commission Identification Number: _____

or

Describe why the bidder or offeror is not required to be authorized by the State

Corporation Commission: _____

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CHESAPEAKE PUBLIC SCHOOLS

Mold, Indoor Environmental Assessment, and Remediation Services

Request for Proposal

Part 1 Project Background

1.1 INTRODUCTION

Chesapeake Public Schools (hereafter “the District”) seeks proposals from all interested vendors for the performance of Mold, Indoor Environmental Assessment, and Remediation Services on an as needed basis, for various Chesapeake Public Schools’ buildings. The District requires the services requested in this RFP to begin on July 1, 2023.

Through this Request for Proposal (RFP), the District is seeking to identify **one (1) or more** vendors who can most fully meet the needs of the District as specified in this document and any associated attachments.

Based on enrollment, the District is the seventh largest school district in Virginia. With approximately 39,000 students and 6,000 employees in 58 schools and centers, administrative and support facilities, the District is committed to providing excellence in education for the children of Chesapeake.

1.2 BACKGROUND

In order to expedite addressing mold and indoor environmental issues and remediation, on an as needed basis, the District plans to select one (1) or more qualified environmental / mold consulting firms.

1.3 PROJECT SCOPE

The District is seeking sealed proposals from qualified firms that have demonstrated competence and possess the experience to perform mold inspection as well as comprehensive indoor environmental assessment services. The successful firm(s) will be utilized for mold, indoor environmental assessment, and remediation projects, on an as needed basis, during the contract period. Each vendor will be given the opportunity to provide a competitive fee (commission) for each project. This is intended to be a multi-year contract with one (1) or more vendors. The initial term shall be one (1) year, beginning July 1, 2023, with the option to renew four (4) additional one-year terms, beginning July 1, 2024, through June 30, 2028.

1.4 GUIDELINES

By virtue of submitting a proposal, interested parties are acknowledging:

- A. This RFP is a request for contracted Mold, Indoor Environmental Assessment, and Remediation Services.
- B. It is the intention of the District to select **one (1) or more** vendors who will have the opportunity to serve as the prime contractor(s) legally and financially responsible for the performance of mold and indoor environmental assessment projects yet to be determined.
- C. Proposals may be submitted for the scope of coverage contained in this RFP. Actual contracts will be negotiated on a project specific basis.
- D. The District reserves the right to reject any or all proposals if it determines that proposals are not responsive to the RFP or if the proposals themselves are judged not to be in the best interest of the District. The District also reserves the right to meet with vendors at any time to gather additional information. Furthermore, the District reserves the right to delete or add specific coverage up until the final contract signing.
- E. This procurement involves a negotiated contract(s) for Nonprofessional Services as defined in § 2.2-4301 of the Virginia Public Procurement Act. It is anticipated that, once the District identifies two (2) or more viable vendors, after demonstrations or other evaluative processes, competitive negotiations will take place, on a project specific basis, with the vendors on costs of implementation services as well as other items. The District reserves the right to request a fixed price from the successful vendor(s) if a detailed scope of work is so defined.
- F. All vendors submitting proposals agree that their terms are valid for a minimum of 90 days after proposal submission to the District.

- G. All vendors hereby certify that they have carefully examined all of the documents for the project, have carefully and thoroughly reviewed this RFP, and understand the nature and scope of the work to be done; and that their submittal is based upon the terms, specifications, requirements, and conditions of the RFP.
- H. All questions should be submitted **in writing** to the representative whose name appears on the face of the solicitation no later than seven (7) calendar days prior to the RFP due date. All questions requiring clarification to the specifications will be answered to the extent possible in the form of addenda. The addenda will be published on DemandStar (www.demandstar.com) and the District's website (www.cpschools.com). Any oral responses are not official. Vendors are encouraged to check DemandStar or the District's website daily up to 48 hours prior to the proposal closing to check and secure any addenda. Vendors not having access to the Internet should contact the District's Purchasing Department. Receipt of addenda must be acknowledged on the Letter of Transmittal.
- I. When responding to this RFP, follow all instructions carefully. Submit proposal contents according to the outline specified and **submit all documents electronically** according to the DemandStar instructions.
- J. This solicitation is subject to the provisions of the District's purchasing procedures as well as the Virginia Public Procurement Act, which are hereby incorporated into this RFP by reference.
- K. The District is not responsible for any errors or ambiguities associated with the analysis of the Vendor's proposal.
- L. It is the intent to award a contract no later than **July 1, 2023**. It is the intent of the District for the successful vendor's proposal, any additional information requested, and negotiated changes to be incorporated by reference into this agreement. The District will issue a Letter of Intent, Award Letter, and / or Contract Agreement for the services procured.

1.5 CONTRACT PERIOD

The contract term will commence on **July 1, 2023**, and expire on **June 30, 2024**. The contract may be extended upon mutual agreement of both parties for **four (4) additional one-year periods** beginning July 1st of each year, and ending June 30, 2028, at the rates, terms, and conditions set forth in the negotiated contract resulting from this RFP.

1.6 ADDITIONAL INFORMATION

The District reserves the right to ask any vendor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the District deems desirable.



**CHESAPEAKE
PUBLIC SCHOOLS**

**Mold, Indoor Environmental
Assessment, and Remediation
Services**

REQUEST FOR PROPOSAL

**Part 2
General Submittal
Requirements**

GENERAL

Submittals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis will be placed on completeness and clarity of content.

Follow the format in Part 4 of this RFP to provide required information. Failure to use this format may result in the vendor not being considered.

The vendor's submittal shall be signed by an authorized representative of the firm making submission. All information requested shall be submitted. Failure to submit all information required may result in the vendor's submittal being rejected or receiving a lowered evaluation of the submittal.

An oral presentation may be required to provide the potential submitter an opportunity to clarify or elaborate on their submittal. This will be a fact finding and explanation session only. No negotiations will be conducted during this time. Any presentation requested may or may not be required and will be scheduled by the District's Purchasing Department.

GENERAL TERMS AND CONDITIONS

2.1 ANTI-DISCRIMINATION

By submitting their proposals, vendors certify to the District 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 Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). 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 a contract authorized by this section on the basis of the recipient's religion, religious belief, or refusal to participate in a religious practice or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and (ii) 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. Nothing in clause (ii) shall be construed to supersede or otherwise override any other applicable state law. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000, the provisions in A and B below apply:

- A. During the performance of this contract, the vendor agrees as follows:
1. The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer.
 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The vendor will include the provisions of A above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.2 ETHICS IN PUBLIC CONTRACTING (SEC 2.2-4367 ET SEQ. CODE OF VIRGINIA):

By submitting their proposals, vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

2.3 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, vendors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

The Federal Immigration Reform and Control Act of 1986 makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the *Code of Virginia* makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 2.2-4311.1 of the *Code of Virginia* requires that contractors do 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. Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall provide a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations. Chesapeake Public Schools requires a completed Certificate of Compliance With Immigration Laws and Regulations for transactions that total more than \$50,000. This certificate shall be attached to the contract document, if applicable (**Attachment B**).

2.4 CERTIFICATE OF COMPLIANCE

Effective July 1, 2006, amendments made to the *Code of Virginia* § 22.1-296.1 require that prior to awarding a contract, the contractor and the contractor's employees who may be in direct contact with students in the performance of the contract certify that both the contractor and the contractor's employees have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Chesapeake Public Schools requires a completed Certificate of Compliance. This certificate shall be attached to the contract document. (**Attachment A**).

2.5 DEBARMENT STATUS

A. Debarment and Prohibited Contracts

In accordance with §2.2-4321 and 4321.1 of the *Code of Virginia* a prospective contractor may be debarred or prohibited from contracting for particular types of supplies, services, insurance, or construction for specific periods of time. The following sets forth the purpose, causes, and procedures for debarring a prospective contractor, and the reinstatement of a contractor.

1. **Purpose of debarment** is to protect the school system from risks associated with awarding contracts to a contractor having exhibited an inability or unwillingness to fulfill contractual requirements and / or the unsatisfactory performance of a contract and to protect the interest and integrity of the procurement process. The seriousness of the contractor's acts or omissions showing non-responsibility; the ability and willingness of the contractor to promptly correct them; any mitigating factors; and the public interest should be considered in making any debarment decision. Contractors meeting the above may be debarred for a period of (1) one year or (1) one bid period cycle whichever is longer.

2. **Causes for debarment** may include, but are not limited to the following acts:
 - i. Conviction of or civil judgment against the contractor or any of its principals or affiliates within the last five (5) years for:
 - a. Commission of fraud or a criminal offense in connection with (i) obtaining, (ii) attempting to obtain, or (iii) performing a public contract or subcontract.
 - b. Violation of federal or state criminal statutes or civil antitrust, false claim or procurement laws.
 - c. Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, receiving stolen property or other offense involving moral turpitude.
 - d. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a government contractor or subcontractor.
 - i. Failure to have an effective business ethics and compliance training and reporting program in place for officers and employees.
 - ii. Listing on the Excluded Parties List (EPLS) maintained by the General Services Administration: <https://www.acquisition.gov>.
 - iii. Subcontracting with a business concern, organization, entity, or person that has been debarred by any Agency or Department of the Commonwealth of Virginia or which is listed on the EPLS.
 - iv. Failure to collect and / or remit taxes may result in prohibition from contracting with the District as set forth in § 2.2-4321.1
3. **Procedures governing the debarment decision making process** are designed to be consistent with principles of fundamental fairness:
 - i. The Director of Purchasing, shall notify the contractor by certified mail, return receipt requested, that debarment is being considered. This notice shall include:
 - a. The reasons for the proposed debarment in terms sufficient to put the contractor on notice of the circumstances upon which it is based;
 - b. The procedures the contractor may take to examine evidence of the proposed debarment;
 - c. The contractor may submit to the Director of Purchasing, within 30 calendar days after receipt of notice, written information and argument to the proposed debarment, including any additional specific information that raises a genuine dispute over a material fact.
 - d. The contractor may also submit information and materials showing (i) that it had an effective business ethics and compliance training and reporting program in place for officers and employees; (ii) the steps it has taken to address the conduct giving rise to the proposed debarment including, but not limited to, disciplinary action, restitution, restructuring and additional internal controls and training; and (iii) its cooperation with government authorities and investigators.
 - e. Prior to the issuance of a written determination of debarment, the Director of Purchasing shall (i) notify the contractor in writing of the results of the evaluation, (ii) disclose the factual support for the determination. The contractor shall have ten (10) business days for rebuttal.
 - f. The Director of Purchasing shall issue its written determination of disqualification based on all information in the possession of Chesapeake Public Schools, including any rebuttal information, within ten (10) business days of the date the Director of Purchasing received such rebuttal information.
 - g. Debarment shall commence upon notification.
4. **Scope of Debarment.** Debarment extends to all districts or other organizational elements of the contractor and to affiliates of the contractor unless otherwise specified. As used herein, “affiliates” includes business concerns, organizations, entities or persons sharing common (or with overlapping) management, ownership, facilities, equipment, employees and / or assets and includes family members having an identity of economic interest with a person that was debarred or proposed for debarment. “Affiliates” also includes businesses or entities organized following the debarment or proposed debarment of a contractor which has the same or similar management, ownership, or principal employees as the contractor that was debarred or proposed for debarment.
5. **Reinstatement of a contractor** may occur if, it is determined that the action taken was arbitrary or capricious, or not in accordance with applicable state law or regulations. The sole relief shall be **restoration of eligibility**. A debarred contractor can apply for reinstatement after being debarred for a period of (1) one year or (1) one bid period cycle **whichever is longer**. The request for

reinstatement must be in writing to the Director of Purchasing citing actions taken to remedy the reason for debarment or prevent recurrence of the situation that caused the debarment action to be taken and otherwise indicating that lifting or suspension of the debarment would be in the best interest of Chesapeake Public Schools. The Director of Purchasing shall provide a written response to the debarred contractor within 30 calendar days either reinstating the contractor or denying the request with the reasons cited. The contractor shall have ten (10) business days to respond. The Director of Purchasing shall have ten (10) business days to respond to the contractor's response.

6. The decision of the Director of Purchasing shall be final.

2.6 ANTITRUST

By entering into a contract, the vendor conveys, sells, assigns, and transfers to the District all rights, title and interest in and to all causes of the 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 District under said contract.

2.7 REQUIRED FORMAT AND TERMS AND CONDITIONS

Failure to submit a proposal utilizing the format provided in Part 4 of this RFP may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the District reserves the right to decide, on a case-by-case basis, at its sole discretion, whether to reject such a proposal.

2.8 PRECEDENCE OF TERMS

In the event that there is a conflict between the other required General Terms and Conditions and any Special Conditions in this solicitation, the Special Conditions shall apply.

2.9 CLARIFICATION OF TERMS

If any prospective vendor has questions about the special conditions or other solicitation documents, the prospective vendor should contact the buyer whose name appears on the face of the solicitation no later than **seven (7) calendar days prior to the RFP due date**. Any revisions to the solicitation will be made only by addendum issued by the Purchasing District.

2.10 QUALIFICATIONS OF VENDORS

The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the vendor to perform the services and / or furnish the goods required, and the vendor shall furnish to the District all such information and data for this purpose as may be requested. The District reserves the right to inspect the vendor's physical facilities prior to award to satisfy questions regarding the vendor's capabilities.

The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such vendor fails to satisfy the District that such vendor is properly qualified to carry out the obligations of the contract and to provide the services and furnish the goods contemplated therein.

2.11 ASSIGNMENT OF CONTRACT

A contract shall not be assigned by the vendor, in whole or part, without the written consent of the District.

2.12 DEFAULT

In case of a failure to deliver goods and / or services in accordance with the contract terms and conditions, the District, after due written notice, may procure them from other sources and hold the vendor responsible for any resulting additional purchases and administrative costs. This remedy shall be in addition to any other remedies, which the District may have. Any vendor judged non-responsive or in default will be removed from the Chesapeake Public Schools Vendors' list for a minimum of one (1) year or one (1) bid cycle, whichever is longer. If reinstatement to the Vendors' list is possible, reinstatement can only occur

after a meeting between the vendor and a representative of the District's Purchasing Department in which the vendor supplies appropriate documentation that the original problem resulting in debarment has been corrected.

2.13 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 and terms of the contract only in an agreement signed by the parties. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract and must accord with the requirements of § 2.2-4363 of the *Code of Virginia*.
- B. The District may order changes within the general scope of the contract at any time by written notice to the vendor. 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 installation. The vendor shall comply with the notice upon receipt of written approval of the District. The vendor shall be compensated for any additional costs incurred as the result of such order and shall give the District a credit for any savings. Said compensation shall be determined by one (1) of the following methods:
 - 1. By mutual agreement between the parties, in writing; or
 - 2. By agreeing upon a unit price set forth in the contract, if the work to be done can be expressed in units, and the vendor accounts for the number of units of work performed, subject to the District's Purchasing Department's right to audit the vendor's records and / or to determine the correct number of units independently; or
 - 3. By ordering the vendor to proceed with the work and keep record of all costs incurred and savings realized. A markup of 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 vendor shall present the District's Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department shall have the right to audit the records of the vendor, as it deems necessary to determine the cost or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the District's Purchasing Department within 30 days from the date of receipt of written order from the Purchasing Department.

2.14 TERMINATIONS

- A. Termination for Cause

If the vendor should breach the contract or fail to perform the services required by the contract, the District may terminate the contract for cause by giving 30 days written notice or may give the vendor a stated period of time within which to remedy its breach of contract. If the vendor shall fail to remedy the breach within the time allotted by the District, the contract may be terminated by the District at any time thereafter upon written notice to the vendor or, in the alternative, the District may give such extension of time to remedy the breach as the District determines to be in its best interest. The District's and City's forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the District's and City's right to terminate nor acquiescence in future act or omissions by the vendor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the vendor may be subject to a claim by the District for the costs and expenses incurred in securing a replacement vendor to fulfill the obligations of the contract. Vendors judged to be non-responsive / in breach of contract will be removed from the Vendors' list for a minimum of one (1) year or one (1) bid cycle, whichever is longer. If reinstatement to the Vendors' list is possible, reinstatement can only occur after a meeting between the vendor and a representative from the District's Purchasing Department in which the vendor demonstrates that the unsatisfactory condition / action has been corrected.

B. Termination for Convenience

The contract may be terminated by the District in whole or in part for the convenience of the District without a breach of contract by delivering to the vendor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Such notification shall be with a minimum of 60 days notice. If the contract is terminated in whole or in part for the convenience of the District, the vendor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The vendor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the District for delivery to the District of all products of the services for which the vendor has or will receive compensation.

C. Delivery of Materials

Any contract cancellation notice shall not relieve the vendor of the obligation to deliver to the District all products of the services for which the vendor has been or will be compensated. Unless otherwise agreed to in writing, the vendor shall deliver the materials to the District within 30 days of the Notice of Termination of the contract. Failure to do so may result in action for "breach of contract", "failure to perform", or specific performance of the contract.

D. Compensation Due the Vendor

Upon such termination, the vendor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the vendor providing the required project material to the District. Said fees, which have been earned, shall be billed to the District in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the District for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the District. The vendor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the vendor under this contract are subject to appropriation by the District.

2.15 TAXES

Sales to the District are normally exempt from State sales tax. State Sales and Use Tax Certificates of Exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The District's Excise Tax Exemption Registration Number is 54-0972327.

2.16 INSURANCE

1. By signing and submitting a proposal under this solicitation, the vendor certifies that if awarded the contract, it will furnish a Certificate of Insurance(s) certifying the following minimum insurance coverage is in effect at the time the contract is awarded, and shall submit subsequent certifications upon policy renewals. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The vendor further certifies that the vendor and any subcontractors will maintain the stated insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The successful vendor shall indemnify the District for all acts or omissions of its personnel or that of any subcontractor which result in a judgment or settlement paid by the District, including reasonable attorneys' fees and court costs.

A. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three (3) or more employees, to include the employer. Contractors who fail to notify Chesapeake Public Schools of increases in the number of employees that change their workers'

compensation requirements under the *Code of Virginia* during the course of the contract shall be in non-compliance with the contract.

- B. Employer's Liability – \$100,000.
- C. Commercial General Liability – \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Chesapeake Public Schools shall be added as an additional insured to the policy by an endorsement.
- D. Automobile Liability – \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by Chesapeake Public Schools is to be used in the contract.) Contractor must ensure that the required coverage is maintained by the Contractor or third party owner of such motor vehicle.
- E. Contractors Pollution Liability and / or Asbestos Pollution Liability and / or Errors and Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate, per policy period of one (1) year.

Comply with all applicable federal and state laws, ordinances, rules, regulations, orders of any public authority, and codes relative to protection and safety of the Work, persons, and property, including OSHA 1910 General Industry, OSHA 1926 Construction Industry, the Department of Environmental Quality (DEQ), and the Environmental Protection Agency (EPA) standards and regulations.

Additional Insured Status: The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- 2. Prior to undertaking performance of the contract hereunder, the vendor shall be required to furnish certification in a form acceptable to Chesapeake Public Schools that the successful vendor possesses a valid liability insurance policy issued by an insurance company licensed to do business in the Commonwealth of Virginia with effective dates and limits of liability as required by Chesapeake Public Schools. This certification shall insure the successful vendor's legal liability for injury to or destruction of property (real or personal) and bodily injury or death caused in whole or part by any act of omission of the successful vendor, subcontractors, and the agents and employees of either, occasioned directly or indirectly in the performance of the contract. The insurance company will be required to provide 30 days written notice to Chesapeake Public Schools' Purchasing Department in the event of a change or cancellation of any policy. In addition, Chesapeake Public Schools **must** be listed as an additionally named insured party with respect to the contract.
- 3. The successful vendor shall protect, defend, and save harmless Chesapeake Public Schools, Chesapeake School Board, City of Chesapeake, and Chesapeake City Council from and against all claim, damages, losses, judgments, and expenses (including attorney's fees) arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom, and (b) is also caused in whole or in part by any act of omission of the vendor, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claims, damage, loss, or expense is caused in part by Chesapeake Public Schools. In any and all claims against the above aforementioned or any of its agents or employees by any employee of the vendor or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any one or more of them may be liable, the indemnification obligation of the vendor hereunder shall not be limited in any way to limits on the amount or type of damages, compensation, or benefits payable to or for the vendor or any subcontractor under the Workmen's Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Virginia or any other state.

4. The successful vendor shall not be held responsible for losses resulting from wars, acts of public enemies, strikes, fires, floods, acts of nature, or for any other acts not within the control of the successful vendor and which by the exercise of reasonable diligence he is unable to prevent.

2.17 MINORITY BUSINESS ENTERPRISE UTILIZATION

It is the policy of the District to contribute to the establishment, preservation, and strengthening of minority businesses (as defined by the *Code of Virginia*, Section 2. 1-64.32:1), small businesses, and women-owned businesses. Toward that end, the District encourages vendors to provide for the participation of minority businesses, small businesses, and businesses owned by women through partnerships, joint ventures, subcontracts, and other contractual opportunities. If the total amount of the contract exceeds \$100,000, the vendor shall complete and submit with its request for final payment, a report describing the Utilization / Participation of Small Businesses and Businesses Owned by Women and Minorities in the work on this Contract.

2.18 DRUG-FREE WORKPLACE

During the performance of this contract, the vendor agrees to (i) provide a drug-free workplace for the vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the vendor that the vendor 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 provision will be binding upon each subcontractor or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

2.19 ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the District will publicly post such notice on DemandStar (www.demandstar.com), and on the District's website (www.cpschools.com), under the Bids and RFP's Awarded Bids' section. Vendors not having access to the Internet should contact the District's Purchasing Department.

2.20 PAYMENT

The District will require a payment schedule based on defined and measurable milestones. Under no circumstances will payments be made in advance of work performed. The District reserves the right to use products furnished under a contract resulting from this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the District.

To Prime Contractor:

- A. The vendor shall submit invoices for items ordered, delivered, and accepted directly to the payment address shown on the contract. All invoices shall show the contract number and Federal ID number.
- B. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of invoice and project completion acceptance of the District. This shall not affect offers of discounts for payment in less than 30 days, however.
- C. 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 vendor at the contract price, regardless of which of the District's departments are being billed.

- D. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- E. 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, vendors 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 District shall promptly notify the vendor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A vendor may not institute legal action unless a settlement cannot be reached within 30 days of notification. The provisions of this section do not relieve a department of its prompt payment obligations with respect to those charges, which are not in dispute (*Code of Virginia*, § 2.2-4343 et seq.).

To Subcontractors (If Applicable):

- A. A vendor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s) within seven (7) days of the vendor's receipt of payment from the District for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2. To notify the District and the subcontractor(s), in writing, of the vendor's intention to withhold payment and the reason.
- B. The vendor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the vendor that remain unpaid seven (7) days following receipt of payment from the District, 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 vendor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the District.

2.21 APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in General District or Circuit Court for the City of Chesapeake. The vendor shall comply with all applicable federal, state and local laws, rules and regulations, as well as School Board Policy.

2.22 USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict vendors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the District and the City, 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 vendor 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 District 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. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive. Unless the vendor clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

2.23 TESTING AND INSPECTION

The District reserves the right to conduct any test / inspection it may deem advisable to ensure goods and services conform to the specifications.

2.24 DISPUTE RESOLUTION

Any claim or breach against the District must be reported to the District within the time limits set forth in § 2.2-4363 of the *Code of Virginia*. The District will respond in writing within 30 days.

SPECIAL TERMS AND CONDITIONS

2.25 ISSUING AGENT

The District's Purchasing Department is issuing this RFP on behalf of the District's Department of School Plants. Vendors are specifically directed **NOT** to contact any District personnel, other than specified personnel identified in this RFP, for meetings, conferences or technical discussions that are related to the RFP. Unauthorized contact of any District personnel may be cause for rejection of the Vendor's RFP response. All communications regarding this RFP process should be directed to:

Michele Zimbardo, CBBP, Buyer
(757) 547-0265
E-mail: Michele.Zimbardo@cpschools.com

2.26 SUBMISSION REQUIREMENTS

The District has the following requirements for submitting your response:

- A. **All RFP responses are to be submitted electronically exclusively via DemandStar eBidding. (www.demandstar.com).**
- B. Instructions for vendors to register with the DemandStar Network are available to download at: <https://cpschools.com/purchasing/current-bids/>, or by contacting DemandStar directly.
- C. Instructions for submitting a RFP response electronically (eBidding) on DemandStar are available to download at: <https://cpschools.com/purchasing/current-bids/>, or by contacting DemandStar directly.
- D. **Proposals submitted in hard copy, or by e-mail, facsimile, and telephone will not be considered.**

2.27 LATE PROPOSALS

The vendor's name and address should be marked clearly on the response. Late responses will not be considered. The official receipt of the response is based upon the date and time stamp in DemandStar. For the purposes of this response, the date and time stamp in DemandStar is the official time. Responses received prior to the time of the opening will be securely kept, unopened.

It is recommended that vendors allow ample time to post their bid response in DemandStar to ensure the response is submitted / date and time stamped prior to the date and time established as the deadline.

2.28 WEATHER CLOSINGS

In the event of inclement weather, resulting in the Chesapeake Public Schools business offices being closed on the date an RFP is due, the due date is rescheduled for the same time on the next business day that the District business offices are open.

Note: Please monitor cable television WCPS COX-48 and Verizon Channel 43, [Twitter@cpschools](https://twitter.com/cpschools), or the Chesapeake Public Schools' website (www.cpschools.com) for accurate and timely information related to closures.

2.29 PROPOSAL COSTS

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the District to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the District or for participating in any selection interviews.

2.30 ACCEPTANCE

Submission of any proposal indicates the vendor's acceptance of the conditions contained in this RFP in addition to any Addenda issued by the District's Purchasing Department unless clearly and specifically noted otherwise by the vendor. Such notice, however, may result in the vendor being declared non-responsive.

2.31 TENTATIVE PROCUREMENT AND IMPLEMENTATION SCHEDULE

March 31, 2023	Deadline to Submit Written Questions
April 7, 2023	Proposals Due (4:00)
April 2023	Begin Vendor Demonstrations / Interviews
May 2023	Selection Process Finalized
June 2023	Finalize and Sign Contracts
July 1, 2023	Contract Begins

2.32 ADDITIONAL INFORMATION

The District reserves the right to ask any vendor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the District deems desirable. Further, the District reserves the right to order items from State Contracts or other competitively negotiated contracts such as U. S. Communities contracts if it is deemed to be in the best interest of the District.

2.33 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 District will be used in product literature or advertising without permission from the District. The vendor shall not state in any of its advertising or product literature that the District has purchased or uses its products or services.

2.34 SAFETY

- A. The vendor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property that may come on the building site or be affected by the vendor's operation in connection with the work.
- B. The vendor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- C. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
- D. The vendor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this Contract. He shall make good on any such damage, injury, or loss, except such as may be directly due to errors in the Contract documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.

E. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the vendor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the vendor on any emergency work shall be billed at existing contract rates.

2.35 HOLD HARMLESS CLAUSE

The vendor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the District, its School Board members, officials, employees, agents, and representatives thereof, from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, property damages, or violations of rights, sustained by any person or property in consequence of any willful, reckless or negligent acts or omissions in performing or safeguarding contract work or by the vendor or its agents or employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree.

2.36 WORKMANSHIP AND INSPECTION

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The District may, in writing, require the vendor to remove any employee from the contract that the District deems inappropriate for contract performance.

2.37 CONFIDENTIAL MATTERS

All data and information, gathered by the vendor and its agents, including this RFP and all reports, recommendations, specifications, and data, shall be treated by the vendor and its agents as confidential. The vendor and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and / or in another job or jobs, unless written consent is obtained from the District. The District recognizes that some of the material received from the vendors may be proprietary and agrees not to disclose or communicate any material so marked outside of that disclosure or communication needed to fulfill the normal business of the District or that which is mandated under statute / administrative code. It is solely the vendor's responsibility to clearly identify proprietary information as such. **The vendor must be able to document the basis for information being marked as proprietary, and may not submit proposals in which the entire document is marked proprietary (Attachment C).**

2.38 FUND-OUT CLAUSE

Failure of the School Board to fund or City Council of Chesapeake to appropriate sufficient funds in any year for payment in full required by this contract or any other provisions herein during the term of the contract shall, at the District's option, permit the District to terminate this contract at any time and render it null and void, without any further liability on the part of the District of any kind whatsoever, except for its obligation to pay for the products and materials already in inventory as of time of termination. This contract shall not constitute a debt of the City of Chesapeake or the District, within the meaning of any limitations or indebtedness of the District or the City of Chesapeake, under the Constitution or laws of the Commonwealth of Virginia, including the Charter of the City of Chesapeake.

2.39 SEVERABILITY

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement, but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

2.40 LICENSE REQUIREMENT

All firms doing business with the District are required to be properly licensed in accordance with the City of Chesapeake's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Chesapeake are exempt from this requirement. Questions concerning the applicability of the BPOL Tax should be directed to the Chesapeake Commissioner of the Revenue's Office, Phone: (757) 382-6738.

2.41 PAYMENT OF TAXES

All vendors located or owning property in the City of Chesapeake shall ensure that all real estate and personal property taxes are paid.

2.42 RETENTION OF VENDOR MATERIAL

The District reserves the right to retain all proposals, excluding proprietary documentation, regardless of which response is selected. No proposals will be sent back to vendors.

2.43 PRODUCT SUBSTITUTION

During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product, service and / or software identified in the solicitation without the prior written consent of the District.

2.44 OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the District. On request, the vendor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the District to evidence the District's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

2.45 CONFIDENTIAL INFORMATION

During the term of the contract, the vendor shall respect the privacy of all confidential data, information, and other such matters entrusted to it in the course of its performance of the services requested herein. At the conclusion of the term of the contract, or upon termination thereof, the vendor shall return to the District all such confidential data, information, and other such matters belonging to the District in the original format, unless otherwise requested by an authorized representative of the District, and further agrees not to release such information without the express written permission of the District.

2.46 WARRANTY

To the extent feasible, the vendor warrants that all services will be rendered in a professional, consistent, and safe manner for the length of the contract. The vendor will meet, as required, with the appropriate District staff to ensure all issues are handled in a timely manner.

2.47 COOPERATIVE PROCUREMENT

This solicitation is being conducted on behalf of other public bodies under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, Cooperative Procurement, as stated, "a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the Request for Proposal or Invitation to Bid specified that the procurement was being conducted on behalf of other public bodies." If authorized by the vendor(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms and conditions.

Any jurisdiction using such contracts shall place its own orders(s) directly with the successful contractor(s). The School Board of the City of Chesapeake acts only as the contracting agent and is not responsible or liable for any costs, expenses, placement of orders, payment, or discrepancies, or any other matters of any type to either the vendor or the public agency or body seeking to obtain goods / services pursuant to this cooperative procurement provision.

It is the vendor's responsibility to notify the jurisdictions of the availability of contract(s). Vendors desiring to offer usage of the resulting contract to other jurisdictions under this clause shall so indicate on the Letter of Transmittal.

2.48 CONTRACT RENEWAL

Chesapeake Public Schools may, upon mutual agreement with the successful vendor, extend the contract period for four (4) additional one-year periods, with an escalation / change in price, as mutually agreed upon. The subsequent contract period will be July 1 through June 30 of the following year. Price increases will be negotiated only at the time of contract renewal. If a price increase is necessary, it must be mutually agreed upon and may not exceed the Producer Price Index – Not Seasonally Adjusted; PPI from December to December; Series ID WPU50 ~ Waste Collection and Remediation Services, as reported Annually by the Bureau of Labor Statistics. The current rates will be increased by the same percentage of the PPI for the renewal period with the increase not to exceed ten point one percent (10.1%).

Any decrease in costs must be passed along to the District. Failure to notify the District of such decrease is grounds for cancellation of the contract between Chesapeake Public Schools and the successful vendor.

2.49 CANCELLATION OF PROJECT / PRODUCT

Chesapeake Public Schools reserves the right to cancel any and all contracts let by this RFP, at any time, for either poor or non-performance of the successful vendor. Additionally, the original vendor may be removed from the Vendor's list. The vendor may be allowed to apply for reinstatement to the Vendor's list after a period of one (1) year or one (1) bid cycle, whichever is longer. If reinstatement is possible, it can only occur after a meeting with a purchasing administrator in which the original vendor must demonstrate that the original unsatisfactory actions or conditions have been corrected.



**CHESAPEAKE
PUBLIC SCHOOLS**

**Mold, Indoor Environmental
Assessment, and Remediation
Services**

REQUEST FOR PROPOSAL

**Part 3
Special Conditions**

3.1 GENERAL REQUIREMENTS:

- A. Described below is a general outline of the type of work to be performed by the mold assessment firm (hereafter referred to as “the firm”) and the minimally acceptable standards of performance. The exact scope of work to be performed for each assignment is subject to negotiation prior to that assignment. This outline is intended as a guide for vendors to describe the nature of the services sought and the qualifications required.

Project assignments will be on an as needed basis. The District reserves the right in each case to perform the work in-house or to award large projects on a separate competitive negotiation basis.

- B. A fee shall be negotiated for all work for each project, prior to assignment, by incorporating a maximum hourly fee charge. The total fee shall include all expenses for performing the necessary work, including professional charges and transportation ordinarily required to fulfill the contracted services.
- C. The successful vendor will provide all correspondence, specifications, etc. in Microsoft Excel or Word.

3.2 SERVICES TO BE PERFORMED

- A. Mold, Indoor Environmental Assessment, and Remediation Services
1. Chesapeake Public Schools’ Department of School Plants will require the services of a vendor to perform the following activities, on an as needed basis, at various sites and properties including, but not limited to:
 - ❑ Visual inspection of interior and exterior building components such as classrooms, offices, attics, roofs, crawl spaces, vapor barriers, windows, doors, HVAC, and plumbing systems to determine cause of moisture / water intrusion issues.
 - ❑ Indoor air quality evaluation and testing, mold testing, bacteria testing, carbon dioxide testing, VOC testing, temperature and relative humidity testing, particulate and unknown substance testing, building science studies, and personnel audits / interviews as it relates to indoor environmental quality concerns.
 - ❑ Preparation of mold management plans, mold remediation and clean-up protocols, and indoor environmental improvement plans.
 2. Vendor shall investigate and evaluate moisture and mold problems that are comparable to the recommendations presented in the following:
 - a. USEPA’s guidance document (EPA 402-K-01-001) “MOLD REMEDIATION IN SCHOOLS AND COMMERCIAL BUILDINGS” Reprinted September 2008
 - b. ANSI / IICRC S500-2006 – Standard and Reference Guide for Professional Water Damage Restoration
 - c. ANSI / IICRC S520-2008 – Standard and Reference Guide for Professional Mold Remediation
 - d. A Brief Guide to Mold in the Workplace. Occupational Safety and Health Administrations (OSHA)
 3. Vendor shall investigate and evaluate indoor environments, teaching laboratories, and mechanical spaces within occupied buildings comparable to the following recommended national standards:
 - a. ANSI / ASHRAE Standard 62 – Ventilation for Acceptable Indoor Air Quality
 - b. ANSI / ASHRAE Standard 55 – Thermal Environmental Conditions for Human Occupancy
 - c. ANSI / AIHA Standard Z9.5 – Laboratory Ventilation



**CHESAPEAKE
PUBLIC SCHOOLS**

**Mold, Indoor Environmental
Assessment, and Remediation
Services**

REQUEST FOR PROPOSAL

**Part 4
Detailed Submittal
Requirements**

4.1 PROPOSAL FORMAT

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined as follows. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Vendors are required to follow the outline below when preparing their proposals:

Proposer Section #	Title
	Title Page
	Signed Letter of Transmittal including acknowledgement of any Addenda
	Table of Contents
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background
4.0	Resumes of Responsible Individuals
5.0	Client References
6.0	Cost Proposal
7.0	Exceptions to the RFP

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

4.2 EXECUTIVE SUMMARY [VENDOR'S PROPOSAL SECTION 1.0]

This part of the response to the RFP should be limited to a brief narrative highlighting the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. Note that the executive summary should identify the primary contact including name, address, telephone number, and e-mail address. Vendor's should include a statement regarding their interest and ability to provide services as required by this RFP.

4.3 SCOPE OF SERVICES [VENDOR'S PROPOSAL SECTION 2.0]

This section of the proposal should include a general discussion of the vendor's understanding of the "overall" project and a summary of the products and services being proposed.

Vendors must provide the following information about the vendor and any company that it is proposing partnering or sub-contracting with or fulfilling this contract so that the District can evaluate the vendor's stability and ability to support the commitments set forth in response to this RFP.

The District, at its option, may require the vendor to furnish additional information or clarification.

4.3.1 Please discuss your firm's experience with mold assessment projects as they relate to school facilities to include, but not be limited to, building component investigations for moisture / water intrusion issues, testing protocol, and mold management plans, mold remediation and clean-up protocols.

4.4 COMPANY BACKGROUND [VENDOR'S PROPOSAL SECTION 3.0]

Please provide a brief background including years in business, office location, and an organizational chart including all staff located at the office location provided with this proposal. Please list by classification (e.g. clerical, consultant, etc.)

Provide information about the project team members who will be assigned to provide services and support to the District. If the answer to any of the questions is “Yes”, describe fully the circumstances, reasons, the current status, and ultimate disposition of each matter.

- 4.4.1 Has any person who is being proposed to work on his project ever been convicted of a felony? If so, provide the type of offense(s), the date(s) of conviction, and the court(s) in which the conviction(s) occurred. A conviction does not automatically disqualify such person from working on the project, or a respondent from being granted an award of contract.
- 4.4.2 Will any person who is being proposed to work on this project be unable to travel to Chesapeake, Virginia to meet with school district staff and / or perform work connected with the project?
- 4.4.3 Will any person who is being proposed to work on this project be unable to devote sufficient time to the project, without interruptions that may affect timely performance and completion?

4.5 PRESENTATION OF SERVICES

Should the District require a presentation of your services or an oral presentation for submittal clarification purposes to a selection committee, would that be acceptable with your firm? Please respond and / or provide details.

4.6 RÉSUMÉS OF RESPONSIBLE INDIVIDUALS [VENDOR’S PROPOSAL SECTION 4.0]

Please provide a résumé for each individual that may be assigned to any contracted projects that includes a minimum of the following:

- A. Name and mold certifications / training of each staff member. Independent Accreditation demonstrating required qualifications and experience through the Council of Engineering, and Scientific Specialty Board (CESB) or other certification body is a plus and will be weighted in the evaluation process. For example, the American Council for Accredited Certification’s Council-Certified Indoor Environmentalist (CIE), Council-Certified Indoor Environmental Consultant (CIEC), and Council-Certified Certified Mold Remediator (CMR) are all CESB accredited certifications that require an individual to demonstrate (to an independent review board of peer professionals) a required amount of field experience, educational background and knowledge, validated work references, and ethics while maintaining continuing education in the accreditation field.
- B. Role in the project
- C. Years in this position with this firm
- D. Any previous experience with other firms and years of service
- E. Listing by client of similar projects in which this individual worked during the past five (5) years. Please provide the clients’ name, contact person, and telephone number

4.7 CLIENT REFERENCES [VENDOR’S PROPOSAL SECTION 5.0]

Please list your firm’s experience with similar type projects (do not re-list any projects submitted under Section 4.6 during the past five [5] years). Please provide client’s name, contact person, and telephone number.

4.8 COST PROPOSAL [VENDOR’S PROPOSAL SECTION 6.0]

Please provide your cost to provide the services required by this RFP or an explanation of how your firm will be reimbursed for services rendered as listed in **Attachment D**. Vendors should include other associated costs not listed.

4.9 EXCEPTIONS TO THE RFP [VENDOR'S PROPOSAL SECTION 7.0]

All requested information in this RFP must be supplied. Vendors may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the District, and the description of the advantages or disadvantages to the District as a result of exceptions. All exceptions must be submitted by the due date of the proposal. The District, at its sole discretion, may reject any exceptions or specifications within the proposal.



**CHESAPEAKE
PUBLIC SCHOOLS**

**Mold, Indoor Environmental
Assessment, and Remediation
Services**

REQUEST FOR PROPOSAL

**Part 5
Selection Process**

5.1 SELECTION PROCESS

The proposal evaluation is an initial process designed to establish a short list of proposers. Submittals will be reviewed by a committee and selection shall be made of two (2) or more vendors deemed to be fully qualified and best suited to perform the services requested. The selection process shall be in accordance with the Virginia Public Procurement Act, on the basis of the following criteria:

- A. **Responsiveness** – The degree to which the submitter has responded to the purpose and scope of conditions and specifications, e.g., services to be provided, and conformance in all material respects to this RFP, including but not limited to, the following:

Evaluation Criteria	Maximum Point Value
Specific methodology and / or process used to complete this project	30
Experience and qualifications of personnel assigned to perform the services. This includes the size of the firm, ability to provide the services, the firm's policies, and procedures as it pertains to the services requested.	25
References	20
Exceptions taken by the vendor to this RFP	5
Completeness and clarity of proposal	5
Proposed price	15
Total	100 Points Maximum

- B. **Responsibility** – The vendors who have the capability, in all respects, to perform fully the contract requirements, the moral and business integrity and reliability which will ensure good faith performance as required by the specifications contained herein by investigation of vendor physical facility, **references** from other clients for which similar work was performed, **financial statements**, and any other investigation deemed necessary by the District.

5.2 AWARD

The award of any contract shall be at the sole discretion of the District. The award shall be based upon the evaluation of all information submitted, and any subsequent information required or solicited that may be necessary in clarifying or understanding information provided by the vendor in their proposal and the criteria established.

The District intends to award a contract to one (1) or more vendor(s) whose proposal is most advantageous to the District with respect to price, conformity to the conditions, specifications, and other factors as outlined herein. Negotiations shall be conducted with the vendors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each vendor so selected, the District shall select the vendor which, in its opinion, has made the best proposal, and shall award the contract to that vendor. The District reserves the right to make multiple awards as a result of this solicitation. The District also reserves the right to accept or reject any or all proposals, in whole or in part; and to waive any informalities; and to negotiate any prices or services offered by the vendor. The District shall not be required to furnish a statement of the reason why a proposal was not deemed to be fully qualified or best suited to provide the requested services.



**CHESAPEAKE
PUBLIC SCHOOLS**

**Mold, Indoor Environmental
Assessment, and Remediation
Services**

REQUEST FOR PROPOSAL

**Part 6
Attachments**



DEPARTMENT OF PURCHASING

304 CEDAR ROAD • CHESAPEAKE, VA 23322
PHONE: (757) 547-0265

Certificate of Compliance Regarding Certain Offenses

Dear Contractor:

Code of Virginia § 22.1-296.1 requires that prior to awarding a contract, the contractor and the contractor's employees who may be in direct contact with students in the performance of the contract certify that both the contractor and the contractor's employees have not been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude. For the purpose of implementation, Chesapeake Public Schools defines "direct contact with students" as a contractor working at a school site between the hours of 6:00 a.m. and midnight during normal school days, and during school-sponsored activities, in lieu of a school support facility such as the Warehouse or Transportation Department where students are not expected to be present.

Enclosed please find a certification (Certificate of Compliance) that **is required to be completed and submitted prior to awarding your contract and / or issuing your purchase order. This form must be updated every 12 months for the duration of the contract period.** Should there be a change to the certification of your officers, or any individuals assisting in the performance of the contract between 12 month periods, Chesapeake Public Schools must be notified immediately and an updated certification must also be provided to Chesapeake Public Schools within five (5) business days of such change. Failure to complete all certifications accurately may result in the award of the contract / agreement being revoked without recourse against the Chesapeake Public Schools.

Please feel free to contact the school / department responsible for finalizing your agreement, with any questions you may have, or call the Purchasing Department at (757) 547-0265.

Sincerely,

Chesapeake Public Schools
Enclosure

**Certificate of Compliance
Regarding Certain Offenses
Code of Virginia §22.1-296.1**

I, the undersigned certify that no individual holding an office in the company and / or corporation, who may be in direct contact with students in the performance of the contract, has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02; any offense involving the sexual molestation or physical or sexual abuse, or rape of a child; or any crime of moral turpitude. *

List Officers and Titles (Please use **full, legal names**):

Further, the following individuals will, on behalf of my firm, assist in the performance of this contract and they have not been convicted of a violent felony or crime as described above.

List individuals assisting in the performance of this contract (Please use **full, legal names**):

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Attach additional names to this form if the space is not adequate.

I understand that should there be any change to this certification of officers, or individuals assisting in the performance of this contract, during any time of this contract, the Chesapeake Public Schools central office / school issuing this contract / PO will be notified immediately, and an updated certification will be provided to them within five (5) days of such change.

Company

Print Name

Title

Signature

Date

*Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

For Office Use Only

Acknowledged by: _____ Date: _____

If Applicable:

Project Name: RFP 39-2223 Mold, Indoor Environmental Assessment and Remediation Services PO # _____



Department of Purchasing

304 Cedar Road • Chesapeake, VA 23322
Phone: (757) 547-0265

Dear Contractor:

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the *Code of Virginia* makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall provide a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations.

Enclosed please find the certification document (Certificate of Compliance With Immigration Laws and Regulations) that is required to be completed and submitted for all contracts with a total value of **\$50,000 or more**. This certificate shall be attached to the contract document, if applicable. For instances, where a purchase order will serve as the contract, this certificate shall be completed and returned to Chesapeake Public Schools. The Contract / Purchase Order will not be issued prior to submittal of a completed Certificate of Compliance With Immigration Laws and Regulations. **No performance may take place until the completed certificate is provided to the school / department responsible for finalizing your agreement. This form must be updated every 12 months for the duration of the contract / agreement period.** Should there be a change to the certification between the 12 month periods, Chesapeake Public Schools must be notified immediately and an updated certification must also be provided to Chesapeake Public Schools within five (5) days of such change. Failure to submit a certificate shall render the pending contract and / or purchase order void.

Please feel free to contact the school / department responsible for finalizing your agreement with any questions you may have, or call the Purchasing Department at (757) 547-0265.

Sincerely,

Chesapeake Public Schools

CHESAPEAKE PUBLIC SCHOOLS

Certificate of Compliance With Immigration Laws and Regulations

*****For Transactions That Total More Than \$50,000*****

Return this form to the school/department responsible for finalizing your agreement.

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the *Code of Virginia* makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall provide a sworn certification by the contractor or Vendor of compliance with all federal immigration laws and regulations.

This certificate shall be attached to the contract document, if applicable. In any case where a purchase order will serve as the contract, this certificate shall be completed and returned to the Chesapeake Public Schools. The Contract / Purchase Order will not be issued prior to submittal of a completed Certificate of Compliance With Immigration Laws and Regulations. No performance may take place until the completed certificate is provided to the school / department responsible for finalizing your agreement. Failure to submit a certificate shall render the pending contract and / or purchase order void.

Type or print legibly when completing this form.

Legal Name of Contractor or Vendor (Note: This is your name as reported to the IRS. It should match your Social Security card or Federal Identification Number.)

TYPE OF BUSINESS ENTITY

Check one (attach additional pages to this form if the space below is not adequate):

- Sole Proprietorship**—provide full name and address of owner
- Limited Partnership**—provide full name and address of all partners
- General Partnership**—provide full name and address of all partners
- Limited-Liability Corporation**—provide full name and address of all managing members
- Corporation**—provide full name and address of all officers

Full Name

Address

City, State and Zip

()

Business Telephone #

()

Business Fax #

Doing Business As (If Applicable)

(Note: This is the name that appears on your invoices, but is not used as your reporting name.)

Name and Title of Person Completing this Certificate

Physical Business Address

Number of Employees

Are All Employees Eligible for
Employment in the United States?

Under penalty of perjury, I declare on behalf of the contractor / vendor listed above that to the best of my knowledge and based upon reasonable inquiry each and every one of the contractor's employees is eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the *Code of Virginia*. I further declare on behalf of the contractor / vendor that due care and diligence shall be used to ensure that all employees hired in the future will be eligible for employment in the United States and that I agree to remain in compliance throughout the duration of the contract. I affirm the information provided herein is true, correct, and complete. I also agree to permit the Chesapeake Public Schools to inspect records and documentation to ensure that all persons hired by the contractor / vendor are eligible for employment under the laws referenced in this certificate when deemed necessary by Chesapeake Public Schools. I agree that the contractor / vendor will fully cooperate in any such audit.

Printed Name of Signatory: _____

Signature: _____

Date: _____

FOR OFFICE USE ONLY

Acknowledged by: _____ Date: _____

Project Name: RFP 39-2223 Mold, Indoor Environmental Assessment and Remediation Services P.O. Number: _____



CLAIM OF BUSINESS CONFIDENTIALITY

Virginia Procurement Act – Virginia Code § 2.2-4342

Public inspection of certain records. -- A. Except as provided in this section, all proceedings, records, contracts and other public records relating to 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* (§ 2.2-3700 et seq.).

Trade secrets or proprietary information submitted by a Vendor, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the *Virginia Freedom of Information Act* (§ 2.2-3700 et seq.); however, the Vendor, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

The statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

Page	Paragraph	Reason

Please use additional sheets if needed.

Signed: _____

Printed Name: _____

Title: _____ Date: _____

CONSULTING SERVICES – FEE SCHEDULE

A. Building Inspection

- 1. Project Designer / Project Manager _____ per hour
- 2. Accredited Indoor Environmental Professional _____ per hour
- 3. Environmental Engineer _____ per hour
- 4. Environmental Technician _____ per hour
- 5. Clerical _____ per hour
- 6. Travel _____ per hour

B. Project Monitoring

- 1. Project Manager _____ per hour
- 2. Accredited Indoor Environmental Professional _____ per hour
- 3. Environmental Technician _____ per hour
- 4. Clerical _____ per hour

C. Instrumentation

- 1. Direct Reading Moisture Meters _____ per hour
- 2. Direct Infrared Camera _____ per hour
- 3. Calibrated Sample Pump _____ per hour
- 4. VOC Meter _____ per hour
- 5. Indoor Environmental Quality Meters _____ per hour

- D. Analytical Services by 1) AIHA Accredited Microbiology EMPAT Laboratory; or 2) IHLAP Accredited Industrial Hygiene laboratory; or 3) CDC Elite Proficiency Program Member Laboratory, as appropriate _____ per hour

CONSULTING SERVICES – FEE SCHEDULE

Mold – Non Viable Analysis	Turnaround Time	Fee
Spore Trap	1-2 days	\$ _____
Tape Lift (full abundant organism ID – Semi – Qual / Quant)	1-2 days	\$ _____
Swab (full abundant organism ID)	1-2 days	\$ _____
Rush Service	24 hours	\$ _____
Same Day Rush Service	Same Day	\$ _____
Mold and Bacteria – Viable Analysis		
Mold and Bacteria – Viable Analysis	Turnaround Time	Fee
Air Sample (fungi to genus only)	7 days	\$ _____
Swab (fungi to genus only)	7 days	\$ _____
Bulk Material (fungi to genus only)	7 days	\$ _____
Upgrade “Add-on Fee” for Premium Fungal Analysis – Full Species ID for the Air, Swab, or Bulk Analysis	N/A	
Air sample (fungi and bacteria to genus only)	7 days	\$ _____
Swab (fungi and bacteria to genus only)	7 days	\$ _____
Bulk Material (fungi and bacteria to genus only)	7 days	\$ _____
Upgrade “Add-on Fee” for Premium Fungal and Bacterial Analysis – Full Species ID for the Air, Swab, or Bulk Analysis	N/A	
Air sample (bacteria only to genus level, with MRSA screen)	4 days	\$ _____
Swab – (bacteria only to genus level, with MRSA screen)	4 days	\$ _____
Bulk Material (bacteria to genus level, with MRSA screen)	4 days	\$ _____
Upgrade “Add-on Fee” for Premium Bacterial Analysis – Full Species ID for the Air, Swab, or Bulk Analysis	N/A	
Legionella Analysis		
Legionella Analysis	Turnaround Time	Fee
Traditional Culture Combined with PCR Sequencing Technology	10-14 days	\$ _____
Dust Analysis		
Dust Analysis	Turnaround Time	Fee
Semi- Qualitative Analysis (Bulk Dust Sample) for Dust Mite Allergen	2 days	\$ _____
Indoor Allergen Group – Cat, Dog, Cockroach, Dust Mite by ELISA Method	7-10 Days	\$ _____