

Request For Proposal

**Heating, Ventilation, and Air Conditioning Comprehensive Maintenance
for Multiple Facilities @**

Surry County Public Schools

Proposal Due:

**June 3, 2009
2:00 pm**

**Surry County School Board Office
45 School Street
Surry, Virginia 23883**

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1.0 Overview

The Surry County Public Schools (SCPS) seeks an experienced firm for the purpose of providing comprehensive maintenance of Heating, Ventilation, and Air Conditioning (HVAC) systems for multiple facilities operated by the School System. This RFP is part of a competitive procurement process which helps to serve the School System's best interests. It also provides firms with a fair opportunity for their services and capabilities to be duly considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and the price is the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the School System has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as the "firm" and the firm selected to provide services for the School District is referred to as the "selected firm". This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the School System proposes to govern the relationship between it and the selected firm.

2.0 Scope of Goods and Services - General

It is the School System's intent to enter into a comprehensive service agreement with the selected firm for HVAC services; including Preventive Maintenance, Repair, Emergency Services, and Water Treatment necessary for the effective and economical operation of facilities utilized by the Surry County Public Schools. The selected firm shall furnish all labor, materials, tools, and resources necessary to design, develop and implement a maintenance procedure for HVAC equipment located in the facilities. In addition to normal maintenance and repairs, the selected firm shall have the capability and resources to design, install, and maintain new systems or replacement systems as required by the School System. In order to achieve this goal, the selected firm must provide goods and services that include, but are not necessarily limited to, those outlined below:

2.1 General Requirements

- a. The selected firm shall be able to provide comprehensive maintenance services on all equipment relating to the heating, ventilation, and air conditioning within the facilities.
- b. The selected firm shall be able to furnish all labor, parts, materials, test equipment, tools, and services in conformance with the terms and conditions as outlined in this RFP, however Surry County reserves the right to purchase products if desired.

- c. To ensure that the Surry County Public Schools receives the scope of services required by this Request for Proposal, the selected firm shall have a performance management system implemented that provides the minimum service performance information as defined in Section 8.0 "Scope of Goods and Services - Performance Management System".
- d. Each firm is requested to visit the site of the equipment and proposed work prior to submitting their proposal. A mandatory pre-bid meeting will be held on May 15, 2009 at 9:00 AM. The meeting will be held at the School Board Office, (45 School Street). The purpose of this visit is to acquaint the firms with any and all conditions at the site and to identify, inspect and inventory the equipment. One conducted tour of the premises will be conducted. Firms are not allowed to tour unescorted or at any time other than on a scheduled tour. The firms will not be relieved from assuming all responsibility for properly estimating the difficulties and cost of performing the services required with this specification, because of the failure to become acquainted with all the information concerning the services to be performed. All questions must be directed to (Herman Pierce) in writing at Surry County High 1675, Dendron, Virginia 23839. All responses to questions will be sent to all pre-bid attendees.
- e. Companies shall further be licensed in the Commonwealth of Virginia as a Class A contractor.
- f. Each firm must meet all requirements under the heading "Service Company Qualifications". Any proposal not meeting these requirements will be considered incomplete.

2.2 Service Qualifications

a. Maintenance technician's Qualifications

The selected firm shall employ sufficient qualified mechanics and technicians who can arrive on the site within the specified time period.

The service technicians assigned to maintain the mechanical systems shall be qualified to service the equipment type under contract.

Resumes of proposed technicians shall be included with the response to this RFP as required under Section 11.0 "Contents of Proposal".

Resumes shall clearly indicate the technician's length of experience.

1. Engineering Support

The selected firm is required to maintain an engineering department staffed with full time professionals in the fields of refrigeration and boilers, which include at least one Professional Engineer (PE) registered to perform work in the Commonwealth of Virginia.

2. Preventive Maintenance Scheduling

The selected firm shall schedule preventive maintenance tasks through the use of a computerized service management system to ensure a uniform and detailed method of scheduling work. The work orders shall be transmitted in real-time to service mechanics through a text based messaging system to facilitate timely and accurate tasking. To ensure a uniform and detailed method of defining preventive maintenance tasks, all preventive maintenance tasks shall be scheduled based on the manufacturers' maintenance recommendations and on no less than ten years of maintenance experience. The selected firm may be required to show copies of said computer preventive maintenance report to demonstrate compliance to this requirement.

The selected firm shall, based on guidance from the affected School facility occupants, schedule preventive maintenance tasks for each piece of equipment in each facility to accommodate occupant schedules and operating hours.

3. Inventory and Test Equipment

To ensure timely availability in emergency situations, the selected firm shall maintain or have access to an adequate inventory of standard replacement parts for common components in the system under contract within 24 hours, and will demonstrate that they own the proper tools and test equipment to maintain all the systems and equipment under contract. For mechanical equipment, the selected firm must own and be able to document the use on other contracts the following tools and test equipment; combustion efficiency test equipment, infrared scanner, water treatment chemical drop test kit, conductivity tester, refrigeration oil test kit, electronic refrigeration leak detector, velometer, amprobe, refrigeration recovery equipment.

4. Licensing

The selected firm must be a fully licensed Class A contractor licensed to do business in the Commonwealth of Virginia with the proper sub-classifications as required for the tasks being performed (mechanical, electrical, etc). This license must remain valid throughout the term of this agreement.

5. Fault Detection & Diagnostic Technology Tool (FDDTT)

All mechanics must be equipped with a tool for reducing electrical power demand and energy consumption on packaged and split system HVAC units as an effective and reliable way to achieve, maintain and assure design efficiencies-thus minimizing electrical usage by installed equipment. The FDDTT must instantly record and display the energy efficiency index and capacity efficiency index of HVAC units; identifying additional energy savings opportunities and providing objective documentation of the benefits. The FDDTT must automatically analyze

performance and provide integrated fault detection and equipment diagnostics to determine system faults and suggest corrective action. The results of such diagnostics must be documented in report format. The FDDTT must automatically measure and record critical pressures and temperatures of the commercial HVAC air conditioning system, calculate critical performance parameters and advise if performance parameters are outside of desired limits. There must be a streamlined process for electronic record and performance management. The FDDTT must retain data for further analysis, upload data to a web server from the HVAC unit location to a Dispatch Center for 24/7 data viewing and analysis through a web based Service Portal. The selected firm must be able to use the FDDTT at the beginning of the contract to show current status of equipment and repeat yearly to show progress.

2.3 General Maintenance Procedures

a. Procedures and records

The selected firm shall:

- Maintain complete and detailed service and maintenance records for each piece of equipment in a secure central database that will be provided to the School System quarterly.
- Within 45 days of award, complete computer database for all mechanical and automation equipment must be in place. Within the same time parameters firm must have the ability to generate computer call reports.
- The Surry County Public School System does not wish to maintain files of maintenance records on site in the form of paper documents. The selected firm must provide service records in a paperless fashion with e-mail notification to the designated Surry County Public School System personnel and shall provide real time access via an Internet portal to all service records during the term of any agreement resulting from this Request for Proposal.
- Provide records through multiple sorting criteria including company wide, job site, contract, or by individual piece of equipment.
- Provide real time records to each and all technicians servicing any piece of equipment on the site.
- Provide records that are secure and available only to authorized School System or service personnel.
- Provide work orders that clearly identify the equipment to be serviced and contain sufficient information about the task required to complete the work.
- Provide indoor air quality reports and analysis for designated buildings on an as-needed basis with the ability to provide additional testing as required.

- Have the ability to provide “real time” status of any current work order at any time and make that status available via the Internet, e-mail, or phone.
- Have the ability to receive service requests via an Internet web site or centralized call center on a 24/7 365 day basis.
- Have the ability to digitally capture customer service signature for authorization of work and work completed . Signature is digitally recorded for verification reasons.
- Have certified quality processes (i.e., ISO 9002 certification) that ensure equipment is serviced and work actions are recorded in a uniform manner every time, regardless of the assigned technician.
- Have the ability for service requests and preventive maintenance activities to be tracked to completion in a timely manner.
- Have the ability for information and data to be properly and securely controlled.

As work is scheduled, the selected firm shall issue, to the Technician on the job, a computer prepared service report detailing exactly what tasks to perform, time of performance, skill levels required, and special tools and instrumentation required to maintain the systems at optimum comfort and efficiency levels.

2.4 Preventive Maintenance Calls

All scheduled maintenance calls under this agreement shall be performed during the normal working hours defined as 8:00 AM – through 4:00 PM. The selected firm must respond to all service requests regardless of weather conditions. (snow,ice, etc.)The School System will provide reasonable means of access to all equipment covered by the resulting agreement. The selected firm shall be free to start and stop all primary equipment incidentals to the operation of the systems as arranged with School System representatives.

2.5 Emergency Service

Emergency service shall be provided 24 hours a day to minimize downtime and convenience. All major systems must be back on line and operating within eight hours of notification of systems failure. The selected firm shall provide emergency service as a part of this agreement including:

- All labor, overtime, travel costs, parts, supplies, etc to diagnose and repair any failed equipment. All expenses incurred and expended on such a call are included in the cost of this program and there will be no additional compensation to the selected firm.
- Emergency service as often as needed, on a 24 hour basis, weekends and legal holidays included.
- Service personnel shall arrive on-site within 2 hours after notification of an emergency situation.
- (2) Local or toll free phone numbers. These phones must be answered by a person under the direct employment of the selected

firm and must be trained on HVAC systems and their operation. An answering service is not sufficient.

2.6 Parts and complete replacement

The selected firm will repair or replace worn parts or complete components covered under this contract with new parts.

All repair and replacement parts, components, and devices for the mechanical systems and equipment shall be provided by the selected firm and will be included in the cost of this service program.

All miscellaneous parts and supplies necessary to maintain the mechanical systems and equipment shall be supplied by the selected firm and will be included in the cost of this service program (belts, valve packing, lubricants, tools, paints, refrigerant, test instruments, meters. etc)

The selected firm will not be held responsible for repairs or replacements necessitated by reason of negligence or misuse of the equipment by other than the selected firm or by reason of any other cause beyond the control of the selected firm, except ordinary wear and tear.

3.0 Scope of Good and Services – Water Treatment Maintenance

3.1 Services: The selected firm must perform:

- Supply water treatment chemicals as required to meet the frequency listed in coverage schedule herein.
- Apply chemicals to the water system as deemed appropriate by trained technician.
- Repair on-site water treatment equipment if possible.
- Contractor shall provide water analysis on all covered equipment, make all necessary chemical adjustment to maintain proper chemical balance, provide a written report to customer summarizing water analysis and corrective actions.
- Make recommendations to Purchaser methods to improve water treatment program.
- Contractor shall immediately notify customer of excess chemical loss is due to water loss outside of the scope of equipment coverage of this contract.

3.2 SCPS agrees to:

- Provide access during regular business hours (Monday – Friday, 7:00 am to 4:00 pm) to water systems serviced by firm pursuant to the Agreement.

4.0 Scope of Goods and Services – Mechanical and Automation Systems Maintenance

4.1 Equipment Included:

All HVAC mechanical systems associated with listed buildings.

The preventive maintenance schedule is the responsibility of the selected firm and shall not be limited to the major pieces of equipment listed herein but also is meant to include appurtenant devices and systems that are related to the heating, ventilation, and air conditioning. Included equipment is as follows:

- Heating System – Boilers, burners, furnaces, pumps, cleaning of heating coils, water strainers, duct heaters, , humidifiers etc.
- Cooling System – Air conditioning compressors, evaporative condensers, air cooled condensers, pumps, water chillers, cleaning of cooling coils etc.
- Air Handling Units – Fans, motors, air filters, dampers, induction units, mixing boxes.
- Miscellaneous Equipment – Exhaust fans, magnetic starters, manual motor starters, pump and fan motor drives, belts, and refrigerant.
- Automation System – includes all sensors, thermostats, damper actuators, valve actuator, and controllers.

4.2 Equipment Not Included

Maintenance services, including repair labor and parts replacement, for portions of the system and equipment that are non-maintainable or non-moving are not included as part of this specification.

Excluded items shall be considered as: foundations, structural supports, domestic water lines, plumbing, oil lines, gas lines, piping, oil storage tanks, air handling duct work, boiler shell, and tubes, unit cabinets, boiler trim and reflector material, cooling tower structures, etc.

The selected firm shall provide a report of any work encountered that is outside the scope of this specification that is in need of attention, and that may include such equipment as outlined above.

This specification covers only that equipment associated with each building listed herein, and in the event the system is altered, changed, or if any equipment is added, then that portion shall be added or deleted as required and will be in accordance with this specification.

4.3 Services Included

The general services listed below shall apply to the systems and equipment as described above. This preventive maintenance work shall be provided no less than four times per year, including start-up and shut down if applicable:

- Examining each piece of equipment and device to see that it is functioning properly and is in good operating condition.
- Cleaning all components of dust, old lubricants, etc. to allow the equipment to function as designed.
- Lubricating all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
- Adjusting all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.
- Calibrating all sensing , monitoring, output, safety, and readout devices for proper ranges, settings, and optimum efficiencies.
- Repairing the device by the addition of replacement parts should the above maintenance not be adequate.
- Replacing the device should the above device not be adequate.
- Tearing down major pieces of equipment such as refrigeration compressors, water chillers, boilers etc. and overhauling periodically based on accumulated operating hours, building requirements, and/or as required to prevent breakdowns and to improve operational conditions.
- Testing and cycling all equipment as a system after it has been cleaned, lubricated, adjusted and calibrated to assure that it operates to original design specifications.
- Performing periodic vibration analysis of the equipment to be maintained. This analysis will be made on all equipment in excess of 1 HP and documented in a written or electronic report.
- Using an infrared scanner for a site inspection at least semi-annually to evaluate the condition of all portions of mechanical system to include motors, pumps, chillers, boilers, motor starters and electrical panels for proper predictive/preventive maintenance.
- Performing spectrochemical analysis of refrigeration compressor oil to determine chemical concentration levels inclusive of the following tests
 - a. Total Acid
 - b. Viscosity
 - c. Water Content
 - d. Total Solids
- Performing boiler flue gas analysis during heating season switch over with an Electric Flue Gas Analyzer to determine the proper energy efficiency of the boiler burner system to maximize efficiency documenting same in written report form.
- This mechanical maintenance includes the use of a Fault Detection & Diagnostic Technology Tool to show potential energy savings and validate proper maintenance.

- This mechanical maintenance includes all parts, labor, and materials necessary to make the repairs and in addition the necessary replacement of any units including:
 - Water circulating pumps as pertain to HVAC systems
 - Supply Fans
 - Electric Motors
 - Belts
 - Electric Starters (all)
 - Heating Coils; (cleaning only)
 - Cooling Coils; (cleaning only)
 - Belt Drives
 - All water Strainers
 - Capacity System and Safety devices which control the equipment
 - Air handling Units
 - Boilers and Controls
 - Compressors
 - Air Cooled Condensers
 - Packaged roof top units

4.4 Parts replacement

All parts, components, or devices for the mechanical systems covered under this solicitation that are worn or are not in proper operational condition shall be repaired/replaced with new parts, components or devices.

5.0 Scope of Goods and Services – Air Filter Service (OPTIONAL)

The selected firm must be able to service:

5.1 Equipment Filtration:

Air Filtration System: Pre-filters, frame filters, pouch filters, fan coil filters, automatic roll type filters, and bag filters

5.2 Services Included:

The selected firm must provide:

- Filter media(frame or roll type systems) with an average AFI gravimetric rating of not less than 70% efficiency.
- Filter media shall be standard polyester fiber and will be bonded together preventing fiber shredding and blow through for maximum efficiency and will be of the fire retardant type of at least a Class 2 rating.
- Roll media in varying widths, and in dry and tackified polyester or roll type filters
- The selected firm shall provide, install and regularly change all frequency at a frequency dictated by dirt conditions generally accepted to be at least four times per year.

6.0 Scope of Goods and Services – Indoor Air Quality Monitoring (OPTIONAL)

Selected firm shall deploy and install on a temporary basis all equipment and material required to provide spot monitoring of the Internal Air Quality (IAQ) of a single space on an as-needed basis as directed by the School System. This IAQ monitoring set-up shall be deployed on a demand basis and should provide School System personnel real time and historical monitoring via an Internet connection of the following environmental conditions:

- Temperature
- Carbon Dioxide
- Carbon Monoxide
- Relative Humidity

Selected firm shall provide this monitoring as part of the base contract and will deploy as requested by the School System up to 4 times (locations) per year without additional charge. Selected firm shall provide additional or permanent building space/building monitoring as requested by the School System at an additional charge.

7.0 Scope of Goods and Services – Performance Management System

7.1 General - The selected firm shall have a performance management system deployed to provide evidence to the School System that the service requirements of this Request for proposal (RFP) are being met. The performance data shall be captured electronically and stored in an electronic data repository for the term of any contract resulting from this request for Proposal. The Surry County Public Schools personnel with proper credentials shall have access to reports of service performed through an Internet portal by use of a web browser. Access to the data repository shall be secured and only provided to personnel that are registered and assigned a password. The selected firm shall provide the data repository offsite in a secured and conditioned environment and the electronic records shall be maintained on redundant servers to ensure reliability.

7.2 Service Performance Data - The minimum information required to be captured and stored shall consist of the following:

- An inventory of all equipment under coverage of the contract resulting from this Request for Proposal.
- Records of every service order issued during the term of the contract. These records shall include customer initiated service requests and computer generated preventive maintenance requests.

- Each service record shall include the description of the request, date and time of the service request, name of the service mechanic assigned, date and time that the mechanic arrived at the site, resolution of the request with a description of the work performed and the date and time that the work was completed.
- The service response data including time stamps for receipt of service request and completion of service request shall be captured electronically and immediately available for viewing by the customer.

7.3 Viewing of Service Performance Information - The customer (Surry County Public Schools) shall have access to the service performance information at all times. The service history shall be retrievable by individual building or by the type of service request (preventive maintenance, emergency service, etc). The customer shall view the service performance information in real time to review the status of service request that are in progress.

8.0 Scope of Good and Services – Turnkey Installation of Air-Conditioning to Surry Elementary School Gymnasium including direct digital controls upgrade (Optional)

9.0 Scope of Goods and Services – Special Conditions

The selected firm shall be reimbursed for any expenses, parts, or labor incurred as a result of any new government regulations issued after effective date of this contract.

All work performed by the selected firm shall conform to all applicable codes and standards.

The selected firm shall not be liable for any loss, delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond the selected firm’s direct control including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, riot, civil commotion, wars, malicious mischief, floods, and other acts of God.

The selected firm shall provide as part of this proposal a fixed annual service price for each twelve month period that this service agreement is to be in effect. These prices are to reflect maintenance of the equipment and systems as outlined in this specification. If during the term of this agreement, the School System adds equipment to a building or buildings for which coverage is desired, the selected firm shall directly negotiate the additional service prior to the new equipment entering service.

Surry County reserves the right to negotiate with the chosen firm on comprehensive, labor only, and preventative maintenance per piece of equipment.

9.0 Basis of Selection

The Surry County Public Schools shall evaluate proposals and, if a firm is to be selected, select the firm on the basis of the following:

- The firm's written technical plan and approach towards providing the requested HVAC Preventive Maintenance, Routine Emergency Service, Water Treatment Services, and other peripheral line items as stipulated in the RFP. (25%)
- The firm's Performance Management System and ability to provide service records to support the requirements of Section 7.0 of this RFP. (15%)
- The firm's relevant experience, qualifications, and track record in providing the goods and services outlined in this RFP. (15%)
- The firm's references from other school systems with requirements similar to those of Surry County Public Schools. (15%)
- The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided. (25%)
- The ability to provide Air Filter Services, Indoor Air Quality Monitoring, and Installation of A/C in the Elementary School Gym by the same firm. (5%)

10.0 Contents of the Proposal

Proposals shall include information pertaining to this section.

10.1 Operations

- Provide a detailed description of how the firm intends to provide and meet the requirements contained in this RFP.
- Describe the level of knowledge and expertise with regard to the systems and equipment noted within the RFP.
- Describe the service operation capacity of the organization including service call dispatch operations, service call communications with technical personnel and internal process controls designed to ensure timely and closed loop performance.
- Detail at least two methods for placing and tracking service calls and preventive maintenance tasks. At least one of these methods should include internet access on a 24/7 basis to a company staffed dispatch facility.
- Provide documentation of licenses and certifications as may be required during the completion of the requirements contained in this RFP.
- Provide information about the Service Performance Management System required in Section 7.0. Provide an information flow chart, location of redundant data repository servers and examples of the format that information will be viewed by the customer
- Provide an operational scenario and capabilities overview of additional capabilities and competencies offered as may be of interest to the School System.

10.2 Firm Information, Personnel, and References

- Provide a brief history of the firm and its experience providing the required in the RFP and the optional services and capabilities declared above.
- Provide detailed information and qualification information regarding personnel to be assigned to this agreement including resumes and required certifications.
- Provide an organizational chart for the firm including the personnel to be assigned the School System account.
- Provide a minimum of (3) references that are school system similar in size and requirements to the Surry County Public School System.

11.0 Bid Sheet

RFP #
Surry County Public Schools
Request for Proposal for Heating, Ventilation, and Air Conditioning
Comprehensive Maintenance

Price for Base Contract Year One (Oct. 1, 2009-June 30, 2010) \$ _____
Price for Base Contract Year Two (July 1, 2010-June 30, 2011) \$ _____
Price for Base Contract Year Three (July 1, 2011-June 30, 2012) \$ _____
Price for Base Contract Year Four (July 1, 2012-June 30, 2013) \$ _____
Price for Base Contract Year Five (July 1, 2013-June 30, 2014) \$ _____

Percent increase for subsequent years % _____

Price for Option A (Air Filters) Year 1 \$ _____
Price for Option A (Air Filters) Year 2 \$ _____
Price for Option A (Air Filters) Year 3 \$ _____
Price for Option A (Air Filters) Year 4 \$ _____
Price for Option A (Air Filters) Year 5 \$ _____

Percent increase for subsequent years % _____

Price for Option B (IAQ Monitoring) Year 1 \$ _____
Price for Option B (IAQ Monitoring) Year 2 \$ _____
Price for Option B (IAQ Monitoring) Year 3 \$ _____
Price for Option B (IAQ Monitoring) Year 4 \$ _____
Price for Option B (IAQ Monitoring) Year 5 \$ _____

Percent increase for subsequent years: % _____

Price for turnkey air-conditioning and controls project for Surry County
Elementary School Gymnasium: \$ _____

Name of Firm _____

Contact Name _____

Address _____

Phone _____

E-mail _____

A list of all equipment covered must be included as Attachment A.

Attachment 2

A. Virginia Freedom of Information Act

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. Firms may not request that its entire proposal be treated as proprietary information.

B. Small, Women-owned, Minority-owned (SWAM), and Surry County Business

Specify whether the firm is a SWAM or located within the Surry County boundaries. Firms can only be considered a Small, Women-owned or a Minority-owned Business, if certified by the Commonwealth of Virginia's Department of Minority Business Enterprise (DMBE). All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM firm will be excluded from doing business with the Commonwealth because of their failure to certify as a SWAM firm. The Commonwealth's definitions are:

- **Minority-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority Individual** means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
 - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
 - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.

- "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
- "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.
- **Small Business Enterprise** means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program.
- **Woman-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. If the firm is not a SWAM firm, describe the firm's partnering relationships with SWAM firms and how it plans to support the School System's goal to increase business annually by 5% with these firms.
- **Surry County Business** means any private business enterprise, located within the jurisdictional boundaries of the County of Surry.

C. Proposal Deadline

All proposals must be received at the Surry County Public School System School Board Office, 45 School Street, Surry, VA 23883 by 2:00 p.m. on June 3, 2009. Three copies of each proposal must be provided. Any questions concerning this RFP will be directed to Lloyd Hamlin and any technical questions should be directed to Herman Pierce as listed below and not to any other person at the School System. The School System will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

Lloyd Hamlin, Superintendent
 Telephone: (757) 294-5229
 Fax : (757) 294-5263

Herman Pierce, Maintenance Director
 Telephone: (757) 377-9731
 Email :lloyd_hamlin@surryschools.net
 Email :herman_pierce@surryschools.net

Attachment 3

Mandatory Contractual Provisions

A. Nondiscrimination

During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the School System does not discriminate against faith-based organizations.

B. Conflict of Interests

The Selected Firm represents to the School System that it's entering into this Agreement with the School System and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

C. Assignment

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. Amendments

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the School System's Superintendent and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

E. Notices

All notices will be given in writing and deemed given when delivered to, or deposited in the U.S. Postal Service mail, certified mail return receipt requested, and addressed to the other party as shown below. If to the School System:

Lloyd Hamlin
Superintendent
Surry County Public Schools
45 School Street
Surry, VA 23883

If to the Selected Firm:

The person signing the Selected Firm's proposal in response to the School System's RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

F. Independent Contractor

The Selected Firm is not an employee of the School System, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the School System, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm to make commitments which will bind the School System, or to otherwise act on behalf of the School System, except as the School System may expressly authorize in writing.

G. Worker's Compensation and Employers Liability

The Selected Firm will comply with all federal or state laws and regulations pertaining to Worker's Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace

The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement and the Commonwealth of Virginia, Department of Personnel and Training Policy Number 1.02 executed by Governor Lawrence Douglas Wilder on July 1, 1991, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on the School System's property. During the performance of this Agreement, the Selected Firm agrees to 1) provide a drug-free workplace for the Selected Firm's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Selected Firm that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

I. Information Technology Access Act

In accordance with §§ 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

Contractor License Requirements

State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain a State of Virginia

Class A, B, or C Contractor License for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.

License # _____ Type _____

A copy of the license must be furnished upon request to the School System

Attachment 4

Contractual Provisions

A. Goods and Services

During the term of this Agreement, the Selected Firm will provide for the School System the goods and services offered to the School System by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the School System and as may be further specified by the School System in writing when it selected the firm.

B. Term of the Agreement July 1, 2009-June 30, 2010 with an option for renewal by the School System, if agreeable to the Selected Firm on the same terms and conditions, for four additional one-year terms. The Selected Firm and the School System will mutually agree at least 60 days prior to each renewal option whether to renew the terms of the Agreement.

C. Contract Administrator

The School System will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the School System for day-to-day operations, but cannot approve amendments to the Agreement or price changes.

D. Waiver

No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

E. Indemnification

The Selected Firm will indemnify and hold harmless Surry County Surry County School Board, the Superintendent of the School System, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the School System may be used by the School System without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the School System (its employees and agents) from and against any such claim.

F. Governing Law

This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia. The Court of Record will be the Surry County, Virginia..

G. Termination

If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the School System, and, upon receipt of notice from the School System, does not correct the deficiency, to the School System's satisfaction within a

reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the School System reserves the right to terminate this Agreement upon written notice to the Selected Firm.

H. Non-Appropriation

Funding for any Agreement between the School System and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly, Surry County Board of Supervisors, and the Surry County School Board and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated effective the last day for which appropriated funding is available.

I. Insurance

Listed below is the insurance which the Selected Firm must maintain under any Agreement resulting from this RFP. Each Firm will propose insurance which meets or exceeds the needs of the School System, and underwritten by insurers that maintain at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the School System until the Firm satisfies the insurance requirements of the School System. The Selected Firm will provide the School System with a valid Certificate of Insurance before providing any goods or services to the School System. The School System reserves the right to approve any insurance proposed by the Selected Firm.

Comprehensive Commercial General Liability The Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of \$2,000,000 per occurrence and a \$3,000,000 aggregate limit, with coverage for premises and operations, personal injury, contractual, and products/completed operations--\$3,000,000 aggregate limit. Commercial Automobile Insurance the Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per accident, covering all owned, hired, and non-owned vehicles. Workers Compensation and Employers Liability the Selected Firm and any Subcontractor will maintain workers compensation insurance, providing coverage in accordance with the Virginia Workers' Compensation Act. This insurance will also provide employers liability coverage with limits of at least \$1,000,000.

J. Payment Terms

Invoices correctly submitted to the School System for Services completed will be paid Net 30 days after receipt and School System approval of invoice.

K. Small, Women-owned and Minority (SWAM) Business Reporting

The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the School System under the resulting Agreement.