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**1. Proposal Cover Sheet**

Norfolk Public Schools (NPS) hereby seeks sealed proposals for Architect/Engineer (A/E) services to conduct a study of existing NPS schools to determine the best location for a future Career and Technical Education academy. Sealed proposals will be received until 1:00 PM local time on November 14, 2012. See Section 7, Proposal Instructions. Late proposals will not be opened.

*For information please contact:*

Name Christopher P. Steele, CPPO, C.P.M.  
 Phone (757) 628-3880  
 Fax (757) 628-3871  
 Email dps@nps.k12.va.us  
 Web Site <http://www.npsk12.com/purchases>

*Deliver proposals to:*

Norfolk Public Schools  
 Department of Purchases and Supply  
 800 E. City Hall Ave, Room 1205  
 Norfolk, Virginia  
 23510

**This section must be fully completed by the offeror**

Company Name	<b><u>Amendments Acknowledged</u></b>
Street Address	Number ____ Dated ____
City, State, Zip	Number ____ Dated ____
Area Code Telephone Number	Number ____ Dated ____
Proposal is valid for 90 days unless a longer period is indicated here ____ days	
Vendor FEI#	VA State Corporation Registration # _____ (Required)
Dun & Bradstreet#	
Name and Title of Authorized Signatory	
Signature	Date

The signatory hereby certifies that he/she is authorized to sign on behalf of the offeror and that he/she has carefully examined all conditions of proposal and requirements attached hereto and made a part hereof and hereby submits this proposal pursuant to such instructions and requirements.

## **2. Statement of Work**

### **A. General**

The purpose and intent of this Request for Proposal (RFP) is to obtain Architectural and Engineering (A/E) services to conduct a study of existing Norfolk Public schools high school facilities to determine which building is the most adaptable and best suited, both from a functional and practical standpoint (site and facility) to house the career and technical education (CTE) programs for the school district. As a part of this effort, a review of the existing Norfolk Technical Center will be required, as it is anticipated that this overall project will require a "phased" approach, using NTC for selective programming until the appropriate high school can be fully adapted. The proposed CTE high school will have career academies which will provide the framework for performing charrettes, consulting with all stakeholders, to develop the individual program needs.

### **B. Background**

NPS capitalizes on the urban advantages of location, diversity, and vision as district stakeholders diligently engage in meaningful work to prepare its 33,500 students to be powerfully literate, life-long learners for the world of tomorrow. Perhaps, diversity is one of the district's greatest strengths. A range of diversity among students and staff can be found within NPS. Such variety creates a rich, well-blended learning environment that is illustrative of the patchwork of racial, religious, and socio-economic differences among district stakeholders. The level of diversity provides an opportunity for all students within NPS to develop tolerance and understanding, and it helps to build a strong sense of community responsibility.

While celebrating diversity among school district stakeholders is vital to the success of NPS, providing for the diverse learning needs of students is equally important. NPS capitalizes on a varied curriculum whereby teachers focus upon the individual learning needs of students. Rigorous core academics as well as unique specialty programs offer learning experiences that are sure to capture the interest of any student within NPS. Moreover, competitive athletic and extra-curricular programs guarantee an outlet for the interest of all students.

In addition, as students do not learn in the same manner, NPS' curricula are comprised of a wide range of learning opportunities that serve to engage all students at high levels. The school district values and expects differentiation of instruction to ensure that all students' diverse learning needs are met. Furthermore, the district's expectation is that all students are held to a high standard of academic achievement.

### **C. Summary of Work**

Norfolk Public Schools is exploring the creation of a comprehensive Career Technical High School by converting one of our 5 high schools to meet this need. (Those schools are Granby High School, Lake Taylor High School, Maury High School, Norview High School and Booker T. Washington High School) The work is to provide an analysis of each facility to determine which one is best adaptable... both from a functional and practical standpoint...site and facility analysis. As a part of this effort, a review of the Norfolk Technical Center will be required as it is anticipated that this overall project will require a "phased" approach, using NTC for selective programming until the appropriate high school can be fully adapted. The proposed CTE high school will have career academies which will provide the framework for performing charrettes to develop the individual program needs.

**D. Scope of Tasks**

The selected firm shall provide the services as described below:

1. Analyze each existing high school, including Norfolk Technical Center (NTC) for appropriateness for modernizations and/or additions relative to the new CTE programs being considered.
2. Conduct an analysis of the proposed educational framework of career academies.
3. Develop educational specifications and overall program development plan.
4. Meet with leaders of each career academy to further develop facility and instructional needs.
5. Determine any structural/mechanical modifications to existing facilities to support this effort.
6. Provide details on pros/cons, impact on traffic/transportation, limitations etc on each high school, leading to recommendation on best choice for a CTE academy.
7. Provide cost estimates on final recommended plan, including any renovations and additions that would be required.
8. Present findings to NPS administration, School Board, civic leaders and community forums.

**3. Contract Type and Administration**

- A. **Administration:** The contract will be administered by Senior Director of Planning or designee.
- B. **Contract Term:** Under this Contract, term shall be determined through competitive negotiation. It shall begin with the initial study and conclude with the final report and recommendations to the School Board.
- C. **Contract Waiver:** Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of the Contractor or NPS Senior Director of Purchases and Supply. The waiver by either party of any term or condition of this contract shall not be deemed to constitute a continuing waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- D. **Notices:** All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To Norfolk Public Schools: Senior Director of Purchases and Supply.

To the Contractor: Account Executive as identified by the Contractor.

All notices under this contract shall be submitted, by certified mail, registered courier service or return-receipt requested, to the Contract Administrator or Account Executive, respectively. Either party may from time to time change the individual(s) who will receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

**4. Ordering**

Specific notices to proceed and task orders will be issued via NPS Purchase Order.

## **5. Deliveries, Performance, Inspection and Acceptance**

Deliveries, performance, inspection and acceptance will be performed by the Senior Director of Planning or designee.

## **6. Evaluation Factors and Award**

A. Evaluation Criteria: Proposals shall be evaluated using the following criteria:

1. Expertise, experience, and qualifications of the Architect/Engineer's project manager and personnel in each discipline that may provide services for this project. Also, the expertise of any special proposed special consultants.
2. Expertise and past experience of the Architect/Engineer and consultants in conducting similar studies and construction design and administration services relative to the type and size of the project. .
3. Current and projected workload, plan to complete the work and ability to complete the work in a timely manner.
4. Financial Responsibility, to include the size of the firm relative to the size of the project, and geographic presence in the Region.
5. Use of small businesses and businesses owned by women and minorities as consultants, subcontractors, suppliers or support services.

Generally, the evaluation committee will consider the Architect/Engineer's overall suitability to provide the required services within the project's time, budget and operational constraints, and it will consider the comments and or recommendations of the A/E's previous clients, as well as other references.

B. Award of Contract: After evaluation of the Proposals received in response to the RFP, NPS shall engage in individual discussions and interviews with two or more proposers deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Proposers shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Proposers may also propose alternate concepts or methodology. Proprietary information from competing proposers (including any data on estimated man-hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors, provided such information is duly marked as "Proprietary Information" by the Proposer and the designation is justified as required by Section §2.2-4342, Code of Virginia, as revised. At the conclusion of the informal interviews and on the basis of evaluation factors published in the paragraph above and the information provided and developed in the selection process to this point, NPS shall rank, in the order of preference, the interviewed proposers whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted with the Proposer ranked first. If a contract satisfactory and advantageous to NPS can be negotiated at a fee considered fair and reasonable, the award shall be made to that Proposer. Otherwise, negotiations with the Proposer ranked first shall be formally terminated and negotiations conducted with the Proposer ranked second, and so on, until such a contract can be negotiated at fair and reasonable fee. Should NPS determine in writing and in its sole discretion that only one Proposer is fully qualified, or that one offer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Proposer

C. Fees

The fee for services shall be negotiated on a lump sum basis considering the Scope of Tasks required, the estimated man-hours required for each level/discipline and the typical labor rates for the various skill levels required for the work. The Memorandum of Understanding prepared by NPS will document the

negotiated acceptable labor rates for the various levels/disciplines and these rates will be used for any hourly rate work of the A/E that is authorized by NPS.

**E. Evaluation and Award Schedule**

Norfolk Public Schools intends to adhere to the following evaluation and award schedule:

- Receive Proposals November 14, 2012
- Complete Initial Evaluation and Shortlist Offerors \*November 21, 2012
- Oral Presentations by two or more offerors \*November 28, 2012
- Re-evaluation of offers and final ranking of offerors \*November 29, 2012
- Negotiations and Best & Final Proposal \*December 4-6, 2012
- Award of Contract \*December 12, 2012

\* Subject to change.

**7. Proposal Instructions**

- A. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and five (5) copies and one electronic copy, on CD, DVD or USB flash drive, must be submitted to the NPS. The electronic copy shall be indexed and organized exactly the same as the Original copy. All documentation included in the Original shall be included in the electronic copy. No other distribution of the proposal shall be made by the offeror.
- B. Proposals shall be signed by an authorized representative of the offeror, sealed, and received at the office of the Senior Director of Purchases and Supply, School Administration Building, 800 East City Hall Avenue, Room 1205, Norfolk, VA 23510-2723, prior to the date and time due. By submitting a proposal, the proposer certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP may result in rejection or reduced evaluation assessment of the proposal.
- C. The offeror's name, proposal number, and the opening date and time must be shown clearly on the face of the envelope or package containing your proposal. A proposal label template has been provided with this solicitation (Attachment #2). Proposals may be hand delivered to the address specified on the cover sheet. No other correspondence should be placed in the envelope. Offerors should be careful when electing to use private courier services to deliver their proposals. It is solely the responsibility of the offerors to ensure that proposals reach the designated address by the specified date and time as shown on the solicitation. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The official time used in the receipt of responses is that time on the automatic time stamp machine located in the Department of Purchases and Supply.
- D. Proposals should be prepared simply and economically, providing straightforward, concise description of the A/E's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content. The proposal and all documentation shall be included in a single bound volume. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective proposal are neither required nor desired. Any information thought to be relevant, but not specifically applicable to the enumerated scope of work, maybe provided as an appendix to the proposal.

**8. Specific Proposal Instructions:**

The **following forms are required** in offeror's proposals. Form instructions are below and are provided as an attachment in MS Word format. The fields can be expanded as necessary.

Be factual and concise. The Evaluation committee members will be reviewing numerous responses to the RFP before selecting finalist firms for interview. Deviation from the prescribed format is **not** encouraged as it makes it more difficult for the Evaluation committee to review submittals. Form AE-6 allows you to include other supplemental data which is not covered in forms AE-1 through AE-5.

**FORM AE-1 SYNOPSIS OF RESPONDING FIRM**

General:

Insert RFP # to which response is being made.  
Insert name of responding firm.  
Insert name of Project.

1. Show name, physical address and mailing address of respondent.  
Provide telephone number and FAX number of respondent.  
Provide SSN, if Sole Proprietor, or FIEN for firm.
2. a,b Provide information requested.
3. Provide name and address of Parent Company or Home Office.  
Provide its telephone number and FAX number.
4. Show type of ownership of firm and Disadvantage status. Provide the firm's APELSCIDLA license number. (APELSCIDLA = Commonwealth of Virginia's Board for Architect/Engineers, Professional Engineers, Land Surveyors, Certified Interior Designers and Landscape Architect/Engineers. Refer to the Department of Professional and Occupational Regulation for additional information.)
5. Show name of principal(s) to contact concerning this RFP response. Show the position title and telephone number.
6. Show the name of the Consultant(s) or other office, the nature of the consultant or other office's project responsibility/discipline. Answer with a yes or no if proposed consultant has worked with respondent. If respondent is not using a consultant or other office indicate by inserting "Not Applicable".
7. Indicate the number of "In-House" technical person(s) in various disciplines and skills levels. If you will be using "In-House" personnel not listed on the table, add them by expanding the table. (Attach Form AE-2 for each consultant or other office if applicable.
8. Show the name of the Professional Liability Carrier and the Policy Limits of Liability with deductible.
9. Describe proposed involvement of "Disadvantaged" businesses, if applicable.
10. List 3 to 5 recently designed AE design projects similar in size and scope as the one listed in this RFP. Provide representative Project Data Form AE-5 for each.

General: Provide respondent's type name, title, signature and date.

**FORM AE-2 CONSULTANT/OTHER**

General:

Insert RFP # to which response is being made.  
Insert name of responding firm.

Insert name of Project.

1. Show consultant/other office firm name, physical address and mailing address.  
Provide telephone number and FAX number.  
Provide SSN or FEIN number for firm.
2. a,b Provide information requested.
3. Provide name and address of Parent Company or Home Office of Consultant.  
Provide its telephone number and Fax number.
4. Show type of Ownership of firm and Disadvantaged status.  
Provide firm's APELSCIDLA number.
5. Show name, title, and phone number of principal(s) who will be "in charge" of this firm's work on this project.
6. Indicate number of "in-House" technical personnel by discipline and skill level in consultant's or other office. List other disciplines or skills as needed.
7. Describe Functions or Services to be provided by this consultant or other office.
8. Indicate how many projects this consultant has provided services to the respondent.
9. Show the consultant's Professional Liability Limits of Insurance with deductible.

General: Provide respondent's type name, title, signature and date.

**FORM AE-3 PROJECT STAFFING ORGANIZATION**

General:

Insert RFP # to which response is being made.  
Insert name of responding firm.  
Insert name of Project.

1. List the Project Manager and primary responsible charge designer for each discipline or specialty.  
Complete a separate Form AE-4 for each person listed.
2. Will the persons listed be available to design this project? Do you have sufficient staff to commit to design this project on schedule considering the other work you and your consultants have? Explain.
3. How do you propose to assign responsibilities and coordinate the various disciplines involved?
4. Explain how you propose to assure that the documents clearly and fully describe the work to be done and how the work shown by various disciplines will be coordinated.

General: Provide respondent's type name, title, signature and date.

**FORM AE-4 PERSONNEL QUALIFICATIONS**

USE A SEPARATE AE-4 FOR EACH KEY PERSON

General:

Insert RFP # to which response is being made.

Insert name of responding firm.  
Insert name of Project.

1. Name, title, and usual job assignment of key person for this term contract.
2. This person's job assignment for THIS project.
3. This person's employer.
4. This person's year's of experience total and with current employer.
5. List College/University attended, Degree earned, year complete, and curriculum or area of specialization.
6. Provide information on initial professional registration. Provide Virginia 6-digit registration/license number as it appears on the APELSA certificate.
7. Tell what experience or qualifications this person has which make her or him especially valuable for this term contract.

General: Provide respondent's type name, title, signature and date.

**FORM AE-5 REPRESENTATIVE PROJECT DATA**

General:

Insert RFP # to which response is being made.  
Insert name of responding firm.  
Insert name of Project.

Using copies of Form AE-5, provide information on **no more than 5** representative projects which best demonstrate the respondent's team and experience and qualifications for this type of term contract. List architectural design projects that would be typical for this type of term contract.

1. Provide representative project name, type and the project location.
2. Provide information concerning the K-12 district for a possible reference check.
3. Provide information concerning the Contractor who built the project.
4. For each discipline shown, list the names of the firms which were responsible for the design in that discipline. Also list key personnel, still with the firm, for each discipline. Include the most significant special consultant, if any.
5. List the applicable codes: (Place an "X" in all that applied to this project)

VUSBC  BOCA  IBC  SOUTHERN  LIFE SAFETY  UFAS  ADAAG

6. Briefly describe the project and its features. What is special about this project that would be of interest to the evaluation committee?
7. Provide requested construction data.
8. Describe any SBE, MBE, and WBE participation. Include names of firm(s), their project function, and percent of fee.



**FORM AE-6 SUPPLEMENTAL INFORMATION**

General:

- Insert RFP # to which response is being made.
- Insert name of responding firm.
- Insert name of Project.
- Provide additional Relevant Information in brief outline or bullet format.

Why should your firm be selected for an interview?

What expertise can you or your consultants bring to this term contract to assure optimum functional space utilization design and its timely and cost effective completion?

Photographs of past projects or other elaborate material are not required unless specifically requested in the RFP. Firms selected for interviews may, at that time, present supplemental data to further clarify their qualification, skills. Abilities, performance record and approach to providing the services.

**9. General Provisions**

**A. NPS Contract General Terms and Conditions:** NPS standard general terms and conditions are available at [www.npsk12.com/purchases](http://www.npsk12.com/purchases) under the Vendor Information menu tab. The following additional general provisions also apply and take precedence in the event of conflict.

**B. Anti-Discrimination**

By submitting their proposal, contractors certify to Norfolk Public Schools 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 the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by Norfolk Public Schools. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

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

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

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**C. Antitrust**

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

**D. Assignment of Contract**

A contract shall not be assignable by the contractor in whole or in part without the written consent of Norfolk Public Schools

**E. Authorization to Conduct Business in the Commonwealth of Virginia**

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**F. Availability of Funds**

It is understood and agreed between the parties herein that the Norfolk Public Schools shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**G. Drug-Free Workplace**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

**H. Ethics in Public Contracting**

By submitting their bids/proposals, bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/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.

**I. General Polices on ARCHITECT/ENGINEER and Engineering Services**

1. **License/Registration:** Entities (e.g., individual, partnership, or corporation) offering to provide ARCHITECT/ENGINEER and/or engineering services shall be properly registered and licensed in Virginia as required by the Department of Professional and Occupational Regulation (DPOR), Architect/Engineers, Professional Engineers, Land Surveyors, Certified Interior Designers and Landscape Architect/Engineers (APELSCIDLA) Board, and, if incorporated, the State Corporation Commission. Professional Corporations must obtain a Certificate of Authority as required by §13.1-549. Other business entities must register with DPOR as required by §54.1-411., Code of Virginia, as amended.

The Architect/Engineer or Engineer (i.e., the person) “in responsible charge” for each discipline shall be currently licensed in the Commonwealth of Virginia and shall affix his or her seal to those documents for which he or she is responsible.

2. **Prime Design Professional:** Owners normally contract with a single entity as “Prime Design Professional” to provide the project ARCHITECT/ENGINEER and/or engineering service. Such Prime Design Professional may have all necessary disciplines in-house or it may subcontract with consultants to provide services in some disciplines. The Prime Design Professional may be an Architect/Engineer, an Engineer, or an A/E entity. NPS shall determine which entity best satisfies NPS’ requirements for providing the services, meeting the time schedule and budget limitations, and managing the services to be provided on the particular project.
3. **Associations:** Contracting with an association of firms, such as joint ventures or associated A/E’s, involves additional business and legal considerations. Factors to be considered include whether the Association is a registered or licensed entity authorized to offer the services in Virginia, the nature of each party’s responsibilities to the other and to NPS, the professional liability insurance coverage of the Association, its organization and management structure, each firm’s financial condition and/or stability with respect to fulfilling its obligations under the contract, and whether the parties to the Association are jointly and severally liable for the Work. Prior to selecting an Association for fee negotiation for a possible contract award, NPS shall request a review of the Association’s legal documents, preferably by the City Attorney for the City of Norfolk. Associations not legally constituted and authorized to offer the requested services in Virginia at the time of the closing date of the RFP will be deemed “not responsive.”
4. **Disadvantaged Businesses:** It is the policy of NPS to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in School Board procurement activities. NPS encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. All procurements by competitive negotiation for professional or non-professional services that are expected to exceed \$100,000 in value shall include consideration of the proposer’s

past and present use of small businesses and businesses owned by women and minorities in the evaluation of proposals.

#### **J. Professional Services**

The ARCHITECT/ENGINEER, civil, structural, mechanical, and electrical portions of the project shall be planned and designed by or under the immediate supervision of a licensed Architect/Engineer or Engineer who has expertise in the particular discipline involved. Where such licensed expertise is not available within the A/E of record or where the A/E chooses to subcontract a part of the Work, the A/E shall employ an associate or consulting ARCHITECT/ENGINEER or Engineering firm with the requisite expertise to provide the required services. The consultants, associates, or subcontractors proposed by the A/E during the selection process to be part of the A/E project team shall perform the Work as proposed. If circumstances require a change, the A/E shall advise Norfolk Public Schools of the proposed change, the reasons therefore, and the name and qualifications of the proposed replacements. The replacements must be acceptable to NPS.

Associates, consultants or subcontractors proposed to be part of the A/E's project team shall be contracted by the A/E at the beginning of the Work and shall be active participants in all phases of the Work related to their discipline from beginning to end. The A/E shall be responsible to NPS for the Work of all associates, consultants and subcontractors, whether employees of the A/E or not, performed under the Contract.

#### **K. Relationship of Architect/Engineer/Engineer to Owner**

Once the Contract for services has been fully executed, the A/E shall be the professional advisor and consultant to NPS for technical matters related to the project and shall be responsible directly to and only to NPS. NPS shall communicate all approvals, rejections, change requirements and other similar information to the A/E. the A/E shall advise NPS of changes necessary to keep the project within the prescribed area and cost limits.

Generally, NPS will observe the procedure of issuing orders to the Contractor through the A/E or, if the A/E's construction period duties have been so modified, through NPS' designated project representative. If NPS issues orders directly to the Contractor, the A/E shall be copied on such orders.

#### **L. "Design-Not-To Exceed" Cost as related to A/E Contract**

Norfolk Public Schools shall provide the Architect/Engineer with a description of the project including information on functions, space requirements, special features and requirements, aesthetic requirements, authorized square footage and "Design-not-to-exceed" construction budget. The Architect/Engineer's Contract requires that if the low bid exceeds the "Design-not-to-exceed" cost identified in the Architect/Engineer Contract by more than 10%, any Architect/Engineer revisions to the plans and specifications required to bring the cost of the project within the "Design-not-to-exceed" cost may be executed by the Architect/Engineer at no additional cost to NPS.

The Architect/Engineer shall submit a cost estimate with each phase of the submittal. If the cost estimate indicates a potential problem in securing a bid within the "Design-not-to-exceed" cost, the Architect/Engineer shall notify NPS and shall work with NPS to redefine the design concepts of space utilization, building efficiencies, materials of construction, etc., so that the estimated cost of construction does not exceed the "Design-not-to-exceed" cost. Substantial changes in the project scope, such as those which affect the area or function of the proposed facility, must be justified by the Architect/Engineer and may require the approval of the Superintendent of Norfolk Public Schools or his/her designee.

**M. Code and Regulatory Compliance**

The Architect/Engineer is responsible for designing the project and administering the construction phase of the project in accordance with the Virginia Uniform Statewide Building Code (Code), the other regulatory requirements applicable to the project. Nothing contained herein shall be construed as relieving any Engineer, professional design consultant, contractor, supplier or any other participant from any professional or legal responsibility for performance. Reviews, comments and approvals by NPS and its Divisions in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under law, codes and professional practice as required in projects for NPS. Lack of comment by a NPS or City of Norfolk reviewer does not relieve the Architect/Engineer from designing to meet the Code requirements or applicable state regulations or local regulations related to water, sewer, fire department service, and other utilities.

If the correction of a Code or regulatory violation results in a Change Order during construction, any additional costs incurred shall be borne by the party responsible for the violation. NPS will bear only the costs attributable to the actual Code regulation-required enhancement of the project.

If the Architect/Engineer believes that a Code or a regulation is unclear as to meaning, he shall request a written opinion as to the applicable interpretation from the applicable regulatory agency, as appropriate, and the Architect/Engineer shall be entitled to rely on the written opinion, if any, which he receives.

**N. A/E Liability Insurance, Design Errors and/or Omissions and Records Retention**

1. **A/E Liability Insurance:** The A/E shall carry professional liability insurance covering negligent acts, errors, and omissions. The minimum amount of professional liability insurance required to be carried by the A/E shall be calculated as less than an amount equal to 5% of the estimated cost of construction of all NPS owned projects designed by the A/E which are currently under construction, but in no event shall the amount of professional liability insurance be less than \$100,000 per claim. As an alternative to the calculated amount indicated above the A/E may work with NPS to procure a "Project Insurance" package for that project which is satisfactory to NPS or the A/E may provide a Certificate of insurance indication coverage in the amount of \$2,000,000 per claim and \$6,000,000 in the aggregate,

The A/E shall maintain this insurance coverage in force after completion of the service under the contract for a period of five years after final completion of construction or the A/E may purchase a "completed operations" coverage for the project or projects.

Neither NPS nor its review, approval, or acceptance of, nor payment for any of the services shall be construed to operate as a waiver by NPS of any rights or any cause of action arising out of the Contract. The A/E shall be and remain liable to NPS for all costs of any kind which are incurred by NPS as a result of negligent acts, errors, or omissions on the part of the A/E including its subcontractors and consultants, in the performance of any of the services furnished.

2. **Design Errors and/or Omissions:** The A/E shall be responsible for all costs resulting from its errors, omissions, and other breaches of the applicable standards of care established under Virginia law including, but not limited to, its own costs for labor and other in-house costs, any resulting Contractor Change Order costs including the costs for demolition, cutting, patching, repairs, removal, or modification of Work that is already in place, any Contractor or Owner delay damages, and any judgments, fines or penalties against NPS resulting from A/E errors, omissions, and other breaches of the applicable standards of care. However, the A/E shall not be responsible for the cost of the correct equipment or system which should have been originally specified, except the A/E shall be responsible for any increased costs, whether the result of inflation, reordering, restocking or otherwise, of incorporating the corrected Work into the Contractor's Contract Change Order. For the purposes of determining the A/E's share of such costs for Work which has not yet been performed,

the cost of the Work performed by the Contractor’s Change Order shall be presumed to be 15% greater than if the Work had been included in the Contractor’s Contract. The A/E shall have the burden of disproving this presumption. When determining the A/E’s contribution for Change Orders attributed to errors and omissions (where the work has not yet been done by the Contractor), NPS should also take into account the actions and efforts of the A/E during the construction phase that were above and beyond the scope of its contract to assist NPS in obtaining a timely, quality product.

NPS shall actively pursue reimbursement of costs resulting from the A/E’s errors, omissions, or breaches of the applicable standard of care. Upon determination that there may be A/E financial responsibility involved, the A/E shall be contacted by the NPS. The A.E shall be advised of the design deficiency, informed that it is the Agency’s opinion that the A/E may be the problem, including cost estimate. Upon notification of potential liability, the A/E should coordinate with NPS to determine required technical support and timing to minimize delay costs. Pending final decision by NPS, the A/E will be invited to attend all price negotiations with the contractor for the corrective work. The A/E shall participate as a non-voting technical advisor to NPS’ negotiator. If the A/E refuses to cooperate in the negotiations or disputes responsibility, NPS shall have the right to proceed with the remedial construction and/or change order negotiations without the A/E.

All changes to the Contract Document, whether to correct errors or omissions, to accommodate unforeseen or differing site conditions, or Owner requested changes, must be made/documented by Change Order.

3. **Records retention:** the A/E shall retain record copies of its design calculations, drawings, bid/contract documents, addenda, field orders, clarifications and responses to Requests For Information, approved shop drawings and submittals, inspection/observation reports, fiscal records, and other documents relative to the contract for five (5) years after completion of the services under the contract or five years after completion of construction, whichever occurs earlier. Should the A/E cease business prior to that time, the A/E will provide those project related documents to NPS for safe keeping.

**O. Other Insurance Required of the A/E**

Prior to the start of any work under the contract, the A/E shall provide to NPS Certificates of Insurance forms approved by the Commonwealth of Virginia and shall maintain such insurance until the completion of all Work under the contract. The minimum limits shall be as follows:

Workers Compensation – Standard Virginia Workers Compensation Policy with statutory requirements and benefits;  
Employers Liability - \$100,000

Broad Form Comprehensive General Liability - \$1,000,000 Combined Single limit coverage. NPS shall be named as an additional insured with respect to the services being provided. The coverage shall include: Premises/operations Liability; Products and Completed Operations Coverage; Independent Contractors liability; owners and Contractor’s Protective liability; and personal Liability (Libel, Slander, Defamation of Character, etc.);

Automotive Liability - \$500,000 Combined Limit for bodily injury and property damage per occurrence.

**P. Ownership of Documents and Materials**

Ownership of all materials and documentation including the original drawings and the Plans and Specifications and copies of any calculations and analyses prepared pursuant to the Contract between NPS and the A/E, shall belong exclusively to NPS. These materials and documentation, whether completed or not, shall be the property of NPS whether the work for

which they are made is executed or not. The A/E shall not use these materials on any other work or release any information about these materials without the express written consent of NPS.

Such material may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Security-related documents and information are excluded from the Act unless a specific need to know can be shown. Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of Information Act, provided the bidder, offeror, or contractor invoked the protections of §2.2-4342.F, Code of Virginia, prior to or upon submission of the data or other materials, identifies the data or materials to be protected and states the reason why the protection is necessary.

The A/E shall provide the following documents to NPS at the completion of the A/E's work:

- Original sealed and signed drawings
- Original copy of the specifications
- Copy of analyses made for the project
- Indexed copy of the calculations made by each discipline for the project
- NPS copy of all shop drawings, submittals, cut sheets, operation and maintenance instructions, parts lists, and other material related to the project.

NPS as owner of the documents prepared for its projects has the right to use the project documents as a prototype to demonstrate scope, size, functional relationships, etc., to an A/E designing a similar project. The A/E for the original project design shall not be responsible or liable to NPS for any such use of the documents.

The A/E for the similar project shall be responsible for providing a complete set of project and location specific "Final Documents" with its seals and signatures which meet all applicable codes and standards in effect at the time those "Final Documents" are submitted.

**Q. Standard Plans**

Where NPS has engaged the A/E to prepare "Standard Designs", and/or "Prototype Plans" for structures such as picnic shelters, sheds, bath houses, single family residences, cabins and utility buildings for NPS to site adapt for use at various locations, the drawings for the Standard or Prototype Plans shall show:

- Name of the Owner,
- the Title of the Standard or prototype Structure for which the design was developed,
- the Name of the A/E, and
- the seal and signature of the responsible licensed professional.

The Standard plans shall also show the applicable codes, standards, loadings and design parameters used to develop the design.

Where the A/E has not been engaged to review the site adaptation of the Standard Plans nor review the submittals or construction, NPS, and not the A/E shall be responsible for the proper site adaptation and use of the Standard plans. The A/E shall, however, be responsible for negligent acts, errors or omissions in the Standard Plans.

When the Work involves the site adaptation of Standard Plans, the cover sheet for the project plans shall list the drawings included in the set of plans and shall differentiate between the Standard Plans and the

“site specific” site development, utility, and foundation drawings prepared by the A/E for that site. These site specific drawings shall be seal and signed by the responsible A/E.

**R. Requirements for the A/E Seals and Signatures**

**General:** the Seal and Signature of the licensed Professional Engineer, Architect/Engineer or Certified Landscape Architect/Engineer on the drawings provides notice to the public the drawings are complete and that the professional has exercised complete direction and control over the work to which the seal or signature is affixed. All plans and specifications for building projects designed for NPS must bear the seal and signature of the responsible licensed professional.

Each drawing to reproduced shall show

- the name of the A/E,
- the Project Title
- the Project location,
- the 8 digit state project Code
- the Drawing/Sheet Title
- the Drawing/Sheet number,
- the seal and signature of the responsible licensed professional,
- and the uniform date of the completed documents

The Title sheet drawing(s) shall have

- the Index of Drawing,
- the Project VUSBC data,
- the Seal and Signature of the A/E principal-in-Charge of the Project
- and the uniform date of the completed documents.
- (A/E may also require the seal and signature of a principal of it's consultants.

The specifications Table of Contents shall have

- the Seal and Signature of the A/E Principal-in –Charge of the Project.
- The uniform date of the completed documents, and
- The listing of specification sections included for the project.
- (A/E may also require the seal and signature of a principal and of its consultants

**“Working Drawing sets”** submitted to NPS for review are expected to be complete documents ready for bidding. All drawings except for the cover sheet shall bear the seal of the responsible licensed professional. The Cover Sheet shall show a complete list of the drawings in the set, but a seal and signature are not required at this submission.

**“Final Documents” or “Construction Documents”** are completed documents ready for bidding and include all corrections required for NPS review. Each sheet of the drawings reproduced in the bid documents, including the cover sheet, shall bear the seal and signature of the responsible licensed professional and a uniform document date. The original cover sheet without seal and signature shall be reproduced and attached to copies of the other drawings in the set. Each cover sheet print shall then be signed and dated with original seals and signatures. These official “Final Documents” shall be distributed to the following:

- 1 set Building Official (Chief of Operations or designee, NPS))
- 1 set Regional Fire Marshall’s Office
- 3 sets Owner



(1 set Reviewer who reviewed the documents, if other than NPS)

**“Addendum” to the Final Documents:** The first sheet of each and every addendum issued to bidders shall show the number of pages in the addendum and shall list any attached sketches, drawings or other material included in the addendum. In addition, the first sheet of each and every Addendum shall bear the name of the project, the 8 digit State Project Code (NPS Project Code?) number, the date and the seal and signature of the responsible licensed professional. Copies of each addendum with seal and signature shall be distributed to the above recipients in the same fashion as the official “Final Documents”. Each addendum shall show:

- The name of the A/E,
- The Project Title,
- The Addendum Number,
- The NPS Project Code,
- The seal and signature of the responsible licensed professional,
- The Date of the Addendum,
- The page number and total number of pages,
- And a list of any attachments and part of the Addendum

**S. Subcontracts**

No portion of the A/E professional services shall be subcontracted without prior written consent of NPS. Consultants proposed by the A/E during the selection and fee negotiation phases are assumed to be acceptable to NPS unless NPS notes otherwise during those phases. In the event that the A/E desires to subcontract some part of the Work required by the Contract to a consultant or subcontractor not previously approved, the A/E shall furnish NPS names, qualifications and experience of the proposed consultants. The A/E shall, however, remain fully liable for all Work performed by his consultants and subcontractors and shall assure that their Work complies with all requirements of the A/E’s Contract

**T. Modification of the A/E Contract (A/E Change Orders)**

NPS may, upon mutual agreement with the A/E, issue written modifications to the scope of services of the Contract. Any single change order, or accumulation of change orders, which increases the A/E Contract amount by 25% of the original contract amount or \$50,000, whichever is greater, must have the prior approval of the Superintendent of NPS or his designee (§2.2-4309, Code of Virginia as revised).

The first change order which causes the cumulative total of Change Orders to exceed \$50,000 or 25 percent of the original Contract Price, whichever is greater, and all subsequent A/E Change Orders which increase the Contract Amount must have the prior approval of the Superintendent of NPS or his designee (§2.2-4309, Code off Virginia as revised). Once the cumulative total of modifications exceeds 25% of the original contract amount, or \$50,000, whichever is greater, all succeeding Change Orders which increase the Contract Amount must receive said prior approval.

On making any modification, the resulting increase or decrease in cost shall be determined by one of the methods selected by NPS in accordance with requirements of the Public Procurement Act.

**U. Payments to the Architect/Engineer/Engineer**

The following procedures are established in conformance with the Virginia Public Procurement Act (VPPA), §2.2-4377, Code of Virginia as amended, and, in particular, §2.2-4347 et seq., which is referred to as the Prompt Payment Act.

1. The A/E shall submit its invoice to NPS with the documentation required by NPS. The invoice shall generally itemize or show a breakdown of the various phases or parts of the Total Contract Amount, the value of the various phases or parts, the previously invoiced and approved amounts for payment, and the amount of the current invoice. The invoice shall also include a certification statement signed by the A/E stating that the A/E has paid its consultants, subcontractors and suppliers their individual proportional share of all previous payments, including interest, received from Norfolk Public Schools. Invoices for reimbursable shall include documentation of costs for which reimbursement is sought. Invoices for Work being performed on an hourly rate basis shall show the technical classifications, names of the persons performing the work, man hours expended, marked up hourly rates for the classification, and the extended cost amount.
2. Unless there is a dispute about the compensation due the A/E including, but not limited to, claims by against the A/E, then within 30 days after receipt by NPS of the A/E's invoice, which shall be considered the invoice receipt date, NPS shall pay to the A/E the amount approved less any retainage and less any prior payments or advances made to the A/E. the date on which payment is due shall be referred to as the Payment Date.
3. NPS may agree to make progress or partial payments to the A/E during any phase of the Work based on the estimated value of the Work completed by the A/E on that phase, any such progress payment shall be based on NPS' opinion of the value of the Work completed as of the date of the invoice. The A/E may invoice Norfolk Public Schools and, if NPS agrees that the submittal for the particular design phase is complete, NPS may approve payment of a cumulative amount of not more than 95% of the value of that phase at the time the phase submittal is made to Norfolk Public Schools. The A/E may invoice NPS for the remaining 5% (balance of the value of that phase) when the submittal has been reviewed and approved.
4. Disputes about the compensation due the A/E may include, but are not limited to, the amount due, the value or percentage of the Work completed, defects or deficiencies in the Work, quality of the Work, compliance with the Contract Documents, completion itself, or negligent acts, errors, or omissions on the part of the A/E. in the event of disputes, payment shall be mailed on or before the Payment Date for amounts of Work not in dispute, subject to any setoffs claimed by NPS.
5. All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any payment and shall be corrected and adjusted in the final payment. In the event that any invoice by the A/E contains a defect or impropriety which would prevent payment by the Payment Date, NPS shall notify the A/E in writing of such defect or impropriety within ten (10) days after the invoice date. Any disputed amounts determined by NPS to be payable to the A/E shall be due thirty (30) days from the date the dispute is resolved.
6. Interest shall accrue on all amounts owed by NPS to the A/E which remain unpaid seven (7) days following the Payment Date. Said interest shall accrue at the discounted ninety day U. S. Treasury bill rate as established by the Weekly Auction and as reported in the publication entitled The Wall Street Journal on the weekday following such Weekly Auction.

During the period of time when the amounts due to the A/E remain unpaid following the fifteenth day after the Payment Date, the interest accruing shall fluctuate on a weekly basis and shall be that established by the immediately prior Weekly Auction. It shall be the responsibility of the A/E to gather and substantiate the applicable weekly interest rates to the satisfaction of NPS and to calculate to the satisfaction of NPS the interest due. In no event shall the rate of interest charge exceed the rate of interest established pursuant to §58.1-1812, Code of Virginia.

No interest shall accrue when payment is delayed because of a dispute between Norfolk Public Schools and the A/E as described in subparagraph 4 above, or a dispute as to the accuracy of any Request for Payment received. This exception to the accrual of interest shall apply only to

that portion of a delayed payment which is actual the subject of the dispute and shall apply only for the duration of such disagreement. Nor shall interest accrue on retainage, which is withheld to assure faithful performance of the Contract.

No interest or penalty shall be paid to any debtor on any payment, or portion thereof, withheld pursuant to the Comptroller's Debt Setoff Program commencing with the date the payment is withheld. If, as a result of an error, a payment or portion thereof is withheld, and it is determined that at the time of setoff no debt was owed to NPS, interest shall accrue at the rate determined above on amounts withheld which remain unpaid after seven days following payment date.

In those cases where payment is made by mailing, the date of mailing of any payment by the U.S. Postal Service is deemed to be the date of payment to the addressee. Where payment is made by electronic transfer of funds, the date of the transfer of funds is deemed to be the date of payment.

NPS is entitled to interest on all amounts from the A/E that remain unpaid thirty (30) days after the amount is deemed due, whether as a result of a resolution of a dispute or otherwise. Any such interest shall be calculated by the same method as set forth in this subsection.

7. NPS reserves the right to purchase goods and services using the NPS Purchasing Card.

**V. Payments by Architect/Engineer/Engineer**

The following procedures are established in conformance to the Virginia Public Procurement Act (VPPA) §2.2-4300 thru 2.2-4377, Code of Virginia as amended, and, in particular §2.2-4347 et seq. (Prompt Payment Act)

The A/E shall at the time of contract award by the A/E require every consultant, subcontractor and supplier to provide its Social Security Number (SSN), if a sole proprietor, or its Federal Employer Identification Number (FEIN), if a corporation or partnership.

Except in cases of bona fide disputes, or where the A/E has some other justifiable reason for delaying payment, the A/E shall pay:

To each of Consultants, Subcontractors and Suppliers, not later than seven (7) calendar days after receipt of amounts paid to the A/E by NPS, the proportionate share of the total payment, including any interest, received from NPS attributable to the Work performed by the Consultants and Subcontractors and materials furnished by Suppliers less a retainage of not more than five percent (5%), said retainage being the same money, not additional money, retained by NPS from the payment to the A/E.

1. In the case of bona fide disputes or where the A/E has some other justifiable reason to delay payment, not later than seven (7) calendar days after receipt of amounts paid to the A/E by NPS, the A/E shall notify NPS and the Consultant, Subcontractor or Supplier, in writing, of his intention to withhold all or part of the Consultant, Subcontractor or Supplier's payment with the reason for nonpayment. The A/E shall make timely payments of those portions of the payment not in dispute.
2. The A/E shall pay interest to the Consultants, Subcontractors or Suppliers on all amounts owed by the A/E that remain unpaid after seven (7) calendar days following receipt by the A/E of payment from NPS for work performed by the Consultants, Subcontractors or materials furnished by Suppliers, under the contract, except for amounts withheld as allowed in subsection 2 of this Section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
3. The A/E's obligation to pay interest to its Consultants, Subcontractors or Suppliers pursuant to Subsection 3 of this Section shall not be construed to be an obligation of NPS.

4. A contract modification shall not be made for the purpose of providing reimbursement to the A/E for such interest charge. The A/E's invoice shall not include any amount for reimbursement for such interest charge.

Failure on the part of the A/E to conform to the requirements of this section and the VPPA may be considered a breach of the requirements of the Contract and/or a violation of law.

**W. Conflicts of Interest**

The A/E, including any subsidiaries or affiliates or other entities in which the A/E has a pecuniary interest, which design, prepare plans and specifications, or cost estimates for a construction contract is prohibited from providing all or a portion of said construction, or the supplies or equipment used in such construction (§2.2-4373, Code of Virginia). The A/E shall require that such policy be binding on each of its consultants, subcontractors and suppliers performing work on the contract.

In addition, an entity which provides to the A/E any design services specifying a sole source for materials, supplies or equipment to be used in the construction shall be prohibited from bidding on, or otherwise furnishing such materials, supplies or equipment for the construction. This prohibition does not apply to a vendor who provides catalog information, technical data and such on products, material or equipment to the A/E for the A/E's consideration.

**X. Release of Information Pertaining to Project Design**

Release in any form by the A/E of information pertaining to the estimated construction cost of a project under design to anyone other than authorized Owner personnel, and other A/E's or consultants performing design of related state facilities is prohibited.

The A/E shall not give out information concerning a project to anyone other than authorized NPS personnel, other A/E's performing design of related facilities and personnel of the Division of Engineering and Buildings without specific prior approval of NPS to release such information. This includes, but is not limited to, project photographs, floor plans, and project cost information.

When the project is ready to be advertised, the A/E may provide the following information to "construction information/plan room" services who serve the construction industry:

Type of project or facility,  
Size (area) and number of stories,  
Types of materials,  
IFB (document source, and  
A project cost range (e.g., \$3,000,000 to \$5,000,000)

As documents are issued to prospective bidders, a current list of plan holders should be made available to those who request such information, including the plan room services.

During the bidding period, the A/E shall not respond to requests by prospective bidders to clarify or state the intent of Plans or Specifications unless such requests are in writing. The response must be in the form of an addendum issued to all plan holders. Sources of supply for special equipment may be made available in writing to all bidders/contractors. The A/E should promptly prepare and issue addenda for any necessary corrections or clarifications of Plans and Specifications.

**Y. Design for Security Systems**

Any Bidder/Offeror for the installation, service, maintenance, or design of security equipment or any central station alarm monitoring service shall be licensed by the Department of Criminal Justice Services pursuant to §9-183, Code of Virginia. An A/E proposing to provide any of these services with its own staff shall be exempt from DCJS licensing requirement if properly licensed by the APELSCIDLA Board (§9-183.2, Code of Virginia). If the A/E proposes to have the security system designed by a subcontractor/consultant, such entity shall be properly licensed as required by §9-183, Code of Virginia.

Any projects designed by the A/E which have such security systems shall include the licensing requirements of §9-183, Code of Virginia, in the specifications and the requirement that the successful bidder shall provide documentation within five (5) calendar days of bid opening that the entity (contractor or subcontractor) performing the security system work posses the proper license.

**Z. Reports on the Participation of Small Businesses and Businesses Owned by Women and Minorities:**

The following is required for professional service contracts with a fee greater than \$100,000.

a. **Periodic Progress Reports/Invoices:** The A/E shall include a report on involvement, if any, of small businesses and businesses owned by women and minorities as a part of their periodic invoice. The report will specify the actual amounts of contracts to date with such businesses, and the actual dollars paid to date with such businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses and minority- owned businesses.

The A/E shall provide two (2) copies of this information to NPS. Failure to submit the required information will result in invoices being returned without payment.

b. **Final Actual Involvement Report:** The A/E shall submit, prior to completion or at completion of the contract and prior to final payment, a report on the actual dollars paid to small businesses owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted, the Business Class, a comparison of the total actual dollars paid on this contract with the planned involvement of the firm, the totals for each business class as specified in the proposal, and the actual percent of the total estimated contract value.

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

**AB. Vendors Manual:** This solicitation is subject to the provisions of the Norfolk Public Schools Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing

office and is accessible on the Internet at "<http://www.nps.k12.va.us/purchases>" under "Vendor Manual" on the "Vendor Information" tab.

## 10. Special Provisions

- A. **Advertising:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the NPS will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the NPS has purchased or uses its products or services.
- B. **Contractor Employee Background Certification:** By signing this contract/agreement, and as a condition of award, the Contractor certifies compliance with Code of Virginia §22.1-296.1 regarding the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school sponsored activities. In particular, the Contractor certifies that all persons who will provide such services under this contract/agreement have not been convicted of a felony or any offense involving the sexual molestation or physical abuse or rape of a child

This requirement does not apply to a contractor or his employees providing services to a school division in an emergency situation or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.

**Note:** in accordance with Virginia Code §22.1-296.1, any person making a materially false statement regarding such offense shall be guilty of a Class 1 misdemeanor and, upon the conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation to provide such services.

**\*\* "Direct contact with students" means being in the presence of students during regular school hours or during school sponsored activities.**

- C. **State Corporation Commission Identification Number:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and NPS's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- D. **Venue:** This Agreement is made in and shall be governed by the laws of the Commonwealth of Virginia. Any and all suits for any claims or for any and every breach or dispute arising out of this contract shall be maintained in the Circuit Court of the City of Norfolk, Virginia, or the United States District Court for the Eastern District of Virginia, Norfolk Division, in the City of Norfolk, Virginia, United States of America.

**11. List of Attachments**

1. Anti-Collusion Statement
2. Virginia State Corporation Commission Form
3. Envelope Template
4. AE Forms 1-6





**Virginia State Corporation Commission Form**  
(RFP)

**Virginia State Corporation Commission (“SCC”) registration information:**

**The undersigned Offeror:**

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

**-OR-**

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

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

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**Print**

**Title:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Attachment # 2 Envelope Template**

**IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

OFFEROR'S NAME \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RFP# : 13025CS

NAME: A/E Services – CTE Site Study

CLOSES: **November 14, 2012, 1:00 PM**

**SENIOR DIRECTOR OF PURCHASES & SUPPLY  
NORFOLK PUBLIC SCHOOLS  
ADMINISTRATION BUILDING  
800 EAST CITY HALL AVE.,  
ROOM 1205  
NORFOLK, VIRGINIA 23510**