

RFP for
Structured Cabling System

RFP#- FY 2025-1

Louisa County Public Schools
953 Davis Highway,
Mineral VA, 23117

Job Location:
Louisa County Middle School
1009 Davis Highway,
Mineral, VA 23117

To: All Interested Parties

Subject: Request for Proposal, RFP#- FY **2025-1**
Structured Cabling for Addition to Louisa County Middle School (LCMS Addition).

The Louisa County School Board (School Board) is requesting proposals from interested parties to provide installation of structured cabling for the new LCMS Addition.

There will be a mandatory pre-proposal conference on September 20, 2024, at 1:00 PM for interested parties, to walk the site and ask any related questions of the School Board. Interested parties are invited to submit one (1) original (paper copy) and five (4) electronic copies marked **“Structured Cabling for Addition to Louisa County Middle School (LCMS Addition) on or before 2:30 p.m. on Friday, October 11, 2024. The preferred electronic format is USB thumb drives.** The proposal shall be sealed in an envelope/package clearly marked with RFP # FY 2025-1, the due date and time. The proposal shall be delivered to:

David Childress
Director of Technology
953 Davis Highway
Mineral, VA 23117
540.259.3006 (O)

It is the sole responsibility of the sender to ensure that its proposal reaches the School Board Office by the designated date and hour. Proposals will not be accepted over the facsimile machine. Proposals received in response to this RFP will be opened at the time and place stated and will be made public only as provided by the Virginia Public Procurement Act and the Virginia Freedom of Information Act.

Proposals will NOT be accepted at any other location. Any proposal received after the time designated above will be returned unopened. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals. Please read carefully all information contained in the RFP document.

The School Board plans to select a qualified Offeror based on the requirements set forth herein and pursuant to the Commonwealth of Virginia Public Procurement Act (§ 2.2-4300 et seq.).

The awarding authority for this contract is the Louisa County School Board. The School Board reserves the right to reject any or all proposals submitted, waive any informalities or irregularities, or take advantage of any available regional or state contracts, when the School Board, in its sole discretion, deems it to be in the best interests of the school division. Any questions concerning this Request for Proposal shall be submitted in writing at the above address or email at childrda@lcps.k12.va.us, and must be received no later than Friday, October 4, 2024.

Louisa County Public Schools does not discriminate against faith-based organizations in accordance with Code of Virginia Section 2.2-4343.1.

In the solicitation or awarding of contracts, the School Board shall not discriminate against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment.

Issued by:
David Childress
Director of Technology

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The cover letter (Request for Proposal) and each section attached as listed below constitute this Request for Proposal. All potential Offerors will be required to adhere to all requirements, schedules, terms and conditions as set forth in these sections.

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SECTION I

Introduction

The Louisa County Public School Board, hereinafter referred to as the “School Board,” is actively seeking proposals from qualified contractors for the installation of structured cabling for an addition to Louisa County Public Middle School (LCMS Addition). This initiative is a crucial component of the School Board's ongoing efforts to enhance the educational infrastructure, ensuring that the new addition is equipped with state-of-the-art cabling systems to support modern educational technologies. The purpose of this Request for Proposal (RFP) is to identify and engage a vendor with the expertise and resources necessary to execute this project in alignment with the outlined scope of work.

The selected contractor will be expected to collaborate closely with the School Board and the currently appointed General Contractor to integrate the cabling installation seamlessly into the broader construction schedule. This collaboration is essential to ensure that all work is completed on time, within budget, and to the highest standards of quality and safety. The School Board values a partnership that prioritizes clear communication, adherence to deadlines, and a commitment to minimizing disruptions to the ongoing educational activities. The chosen Offeror will play a pivotal role in helping the School Board achieve its vision of a technologically advanced and efficiently connected learning environment for the students and staff at LCMS.

The School Board anticipates a subsequent project, the Career and Technical Education Building, scheduled to commence a few months after the start of this current initiative

SECTION II

SCOPE OF SERVICES

The scope of work for this project includes the following requirements:

1. Warranty

- a. Provide 5 years warranty for ALL work and components.

2. Certification and Review

- a. Use of BICSI-certified installers is required.
- b. At least one BICSI-certified RCDD (Registered Communications Distribution Designer) must be responsible for the review of work.
- c. Responses must include proof of BICSI certification.

3. Rack Installation

- a. Each IDF Rack must include a grounding point to the building ground.
- b. Each (4) post Rack (Customer supplied) must be installed and secured to the floor

4. Fiber Installation

- a. Installation of single-mode 8-strand count armored fiber between each new Intermediate Distribution Frame (IDF) and Main Distribution Frame (MDF). Each run must be a home run.

5. Category-6+ Cabling

- a. Provide Category-6 certification testing and test results for each run.
- b. Cable distance shall not exceed 90 meters (300 ft).
- c. A 10 ft. service loop will be provided within 10 ft. of each termination.
- d. A minimum bend radius of 1 inch shall be maintained for all cabling.
- e. A maximum bundle size of 48 cables shall be maintained.
- f. The pin-out for all drops is to be 568B.
- g. All cables must maintain a minimum of 2-foot distance from electrical lines and may cross perpendicular.
- h. Cable bundles shall use Velcro fastening where appropriate; nylon cable ties are prohibited.
- i. J-hooks above the ceiling every four feet in classrooms.
- j. A cable tray system will be installed by the General Contractor in the IDFs and hallways.
- k. The Selected Offeror will ensure that all boxes have the correct face plates installed boxes indicated with "0" will get a blank face plate.

6. Patch Panels and Cable Management

- a. Spacing of patch panels and cable management should begin 6U from the top of the designated cabling rack and will be installed in the following manner:
 - i. 24 Port Patch Panel - 1U
 - ii. 48 Port Switch - 1U (Customer Provided)

- iii. 24 Port Patch Panel - 1U
- iv. 24 Port Patch Panel - 1U
- v. 48 Port Switch - 1U (Customer Provided)
- vi. 24 Port Patch Panel - 1U
- b. The Fiber Termination Point will be located within the top 8U of the IDF.
- c. Jack holder patch panels: **ORTRONICS - PHDHJU24**
- d. Jacks: **Ortronics HDJ6-xx** color to match cable color
- e. Fiber Patch Panel: Ortronics **OR-FC01U-C**

7. Cable Specifications

- a. **All data runs will use** Plenum rated SUPERIOR ESSEX DataGain® Category 6+ cable. The color of cable will match its intended use.
(<https://tinyurl.com/lcpscat6>)
- b. **Cat6 Cable Colors:**
 - i. Data Runs: SUPERIOR ESSEX | MFR Part# 66-240-2B (Blue)
 - ii. Camera Runs: SUPERIOR ESSEX | MFR Part# 66-240-7B (Purple)
 - iii. Access Points: SUPERIOR ESSEX | MFR Part# 66-240-DB (Orange)
 - iv. Door Access Control: SUPERIOR ESSEX | MFR Part# 66-240-6B (Yellow)
 - v. TV / Projectors: SUPERIOR ESSEX | MFR Part# 66-240-4B (White)
 - vi. Intercom: SUPERIOR ESSEX | MFR Part# 66-240-3B (Gray)
 - vii. Vape Sensor: SUPERIOR ESSEX | MFR Part# 66-240-6B (Yellow)

8. Labeling

- a. Jack Labeling: (Example: A1A32)
- b. The IDF on second floor will be designated: “F”
- c. The IDF on first floor will be designated: “G”
- d. The labeling scheme will be A#A##: Single letter indicating network closet, numerical digit indicating rack, single letter indicating patch panel, two-digit numerical identifier representing patch panel port number. Single digit number will have a leading 0.
- e. Example: F1B22 will be port 22 in the second patch panel in rack 1 on the second floor of the addition.
- f. Each cable must be labeled using printed permanent labeling in 3 locations: each end of the cable within 1 ft. of termination, and on the box or faceplate of the drop.

9. Deliverables

- a. A cut sheet of Jack ID to room number mappings in electronic form.
- b. An as-built floor plan with drop locations in electronic form (CAD or PDF).
- c. Test results labeled with Jack ID provided as a single report.
- d. Test results will include a pass-fail summary followed by detailed test results for each Jack ID.

10. Testing Requirements

a. Copper Testing

- i. All category 6+ field-testing shall be performed with a Fluke Networks DTX-1800 tester or better.
- ii. All Cables shall be 100 percent tested according to ANSI/TIA/EIA-568-B.1. Test parameters include wire map plus ScTP shield continuity (when present), length, NEXT loss (pair-to-pair), NEXT loss (power sum), ELFEXT loss (pair-to-pair), ELFEXT loss (power sum), return loss, insertion loss, propagation delay, and delay skew.

b. Fiber Optic Testing

- i. Fiber horizontal cables shall be 100% tested for insertion loss and length.
- ii. Insertion loss shall be tested at 850 nm or 1300 nm in at least one direction using the Method B (1-jumper) test procedure as specified in ANSI/TIA/EIA-526-14A.
- iii. The horizontal link must be guaranteed to meet 10G-BASE-FL performance requirements.

Additive alternates

11. Installation of Security Cameras

- a. Install customer provided interior and exterior cameras

12. Installation of Tv's and ScreenBeams

- a. Tv's and mounts - will be provided by customer
 - i. Every Tv will have a ScreenBeam mounted with it; provided by customer

13. Installation of Vape Sensors

- a. Vape Sensors will be provided by customer

14. Installation of Projectors and ScreenBeams

- a. Epson Projectors and mounts will be provided by customer
- b. Every Projector will have a ScreenBeam mounted with it; provided by customer

15. Installation of Clocks

- a. 24V Roland Clocks will be provided by customer

SECTION III

Proposal Requirements

1. Company Profile

Provide a letter of interest indicating the ability of the firm to provide the required services. This statement of interest shall include any information that is considered essential to the proposal, the name of the firm, the type of organization (proprietorship, partnership, corporation, etc.), ownership or parent company (name, address, telephone and fax numbers), the names of persons authorized to make representations for the firm (include for each their title, address, email address, telephone and fax number). Name the location of the office in which the work is to be performed, list of professional staff located in that office, list of support staff working in that office and their primary responsibilities, and identify the office organization (horizontal, vertical, or other) and include an organizational chart. The letter of interest shall include the non-collusion statement below and must be signed by an individual authorized to conduct business for the firm:

“The offeror expressly warrants that the information submitted herein is not the result of an agreement expressed or implied with any other offeror or offerors in an attempt to influence or restrict competition.”

2. School Experience

Provide a list of Public School projects completed by your firm in the past five (5) years.

Above information shall include: project name; location; nature of the firm's responsibility; the owner's name, address, contact person, email address, telephone and fax numbers and estimated project cost.

3. Liability Claims

Describe the disposition of any liability claims over the last ten (10) years. List any cost overruns on all projects in the last five (5) years and reasons for such overruns.

4. Statement of Qualifications

Discuss the qualifications of your firm and include how your services will benefit the School Board. Emphasis should be placed on the ability of your firm to bring the projects in on time and within budget. Provide examples that demonstrate this ability and discuss the methodology used to achieve your budget/time objectives.

Document the ability of your firm to keep change orders due to design omissions and errors to an absolute minimum. Provide examples of successful similar project experiences. Include Proof of BICSI certification for installers and the RCDD responsible for review.

5. Project Approach

Detailed description of the approach and methodology for completing the project. Please include a Timeline for completion of the project.

6. References

Please provide 3 references. Include a contact person and phone number and the Organization's name, address, and industry of the organization.

7. Project Cost

List Total Cost for Structured Cable Project

List Total Cost for each additive alternate

8. Other Items

Singed Attachment 1

Singed Attachment 2

Cost Per Drop beyond original scope. (Cost will include termination on both ends and necessary jacks.)

Cost per foot for additional fiber beyond original scope.

Cost per foot for additional 1" and 2" conduit beyond original scope.

Cost per additional Tv to mount beyond original scope.

Cost per additional Projector to mount beyond original scope.

Cost per additional Camera to mount beyond original scope.

Cost per additional Vape Sensor to mount beyond original scope.

SECTION IV EVALUATION CRITERIA

Each proposal will be evaluated using the criteria listed below:

1. Qualifications of the firm and their ability to complete the project on time and within budget as evidenced by past experience. **20 points**
2. Total Cost to complete the requested project. **20 points**
3. Meets the requirements for having RCCD assigned to the project. **25 points**
3. Equipment in the proposal matches the requested equipment. **20 points**
3. Qualifications and experience of key personnel assigned to the project. **5 points**
4. Evidence of the lack of any problems concerning liability claims and judgments. **5 points**
5. Other criteria deemed important to the project in question i.e.; amount of support staff, structure of the organization and the quality control of the firm. **5 points**

SECTION V
SELECTION OF OFFEROR

1. The School Board will use the competitive negotiation process (as outlined in the Virginia Public Procurement Act (specifically §§ 2.2-4301 and 2.2-4302.2) to select the Offeror to provide this service. The proposal, as submitted, will be evaluated. Two or more Offerors deemed as best fully qualified and best suited will be selected for formal and/or informal interviews. Competitive negotiations will be conducted with the Offerors so selected. A contract will be awarded to the top ranked Offeror after the completion of competitive negotiations.
2. If it is determined that only one Offeror is fully qualified or that one Offeror is clearly more qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.
3. During negotiations, the selected firm may be required to explain cost and fees, including labor cost, overhead, hourly wages by category and direct (non-labor) expense in a format prescribed by the School Board.
4. The School Board reserves the right to reject any or all proposals and will not be liable for any cost incurred in connection with the preparation and submission for this Request for Proposals.
5. The School Board reserves the right to award a contract or contracts as may be most advantageous to the School Board.
6. Notice of Award for this solicitation shall be in writing to the Successful Offeror and posted on the Louisa County Public School Board website at <https://lcps.k12.va.us/>.

SECTION VI

TERMS AND CONDITIONS

Independent Contractor Relations: Neither the Successful Offeror, its employees, assignees or Successful Offerors shall be deemed employees of the School Board while performing for the School Board.

General Provisions: Nothing in the agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein.

Inventions and Copyrights: The Successful Offeror is prohibited from copyrighting any papers, interim reports, forms, or other material and/or obtaining patents on any invention resulting from its performance of the project, except when specific written authorization of the School Board is given. The copyright or patent shall belong to the School Board.

Term of Agreement: The term of this agreement shall begin on the day of award and continue through the date of final completion of the new building.

Termination: The School Board or Offeror may terminate the Agreement upon thirty (30) days written notice to the other party. Upon this termination for convenience, the Successful Offeror shall be paid only for those additional fees and expenses incurred between notification of termination and the effective date of termination that are necessary for curtailment of its work under the Agreement. The parties may mutually agree in writing to an earlier termination. In the event of a breach by the Successful Offeror of the Agreement, the School Board shall have the right to immediately rescind, revoke, or terminate the Agreement. In the alternative, the School Board may give written notice to the Successful Offeror by specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Successful Offeror has not substantially corrected the breach within ten (10) days of receipt of the written notice, the School Board shall have the right to terminate the Agreement. A waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement. A violation of any state or federal law or regulation by the Successful Offeror shall be considered a breach of the Agreement.

In the event of rescission, revocation, or termination, all documents and other materials related to the performance of the Agreement shall become the property of the School Board. This agreement shall be canceled automatically in the event that the local, state or federal government fails to appropriate or allocate sufficient funds or positions for the purpose of continuing the Agreement. This termination shall be complete upon depletion of the previously allocated funds.

Collateral Contracts: Where there exists any inconsistency between the Agreement and other provisions of collateral contractual Agreements which are made a part of the Agreement by reference or otherwise, the provisions of the Agreement shall hold.

Nondiscrimination: By submitting a proposal, the Successful Offeror agrees that the following provision will be a part of any Agreement subsequently entered into: During the performance of any contract with the School Board of over \$10,000, Contractor agrees as follows: (a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (b) 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; and (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Faith-based Organizations: Louisa County Public Schools does not discriminate against faith-based organizations.

Drug Free Workplace: By submitting a proposal, the Successful Offeror agrees that the following provision will be a part of any Agreement subsequently entered into: During the performance of any contract with the School Board of over \$10,000, 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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Contractor/Employee Background Certification Form: Upon award, the contractor and any employee who will have direct contact with students shall provide certification that they have not been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § [19.2-392.02](#); any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any person making a materially false statement regarding such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the

contract to provide such services and, when relevant, the revocation of any license required to provide such services. **(See Attachment 1)**

Applicable Laws and Forum Selection: The Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia, excluding its conflict of laws principles.

The parties hereby submit to the personal jurisdiction of, and venue in, the General District or Circuit Court of Louisa County, Virginia for resolution of any and all claims, causes of action or disputes between Successful Offeror and the School Board.

Severability: Each paragraph and provision of the Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

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

Assignment: Neither the Obligations nor the Contract Documents may be assigned, sublet, or transferred, in whole or in part, without the written consent of the School Board.

Contingent Fee Warranty: The Successful Offeror warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing the Agreement. The Successful Offeror further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the award or making of the Agreement. For breach of one or both of the foregoing warranties, the School Board shall have the right to terminate the Agreement without liability, or, in its discretion, to deduct the amount of said prohibited fee.

Financial Records Availability: The Successful Offeror agrees to retain all books, records, and other documents relative to the Agreement for five (5) years after final payment. The School Board, its authorized agents and/or auditors shall have full access to and the right to examine any of said materials during this period.

Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by the Successful Offeror shall be retained by the Successful Offeror and shall be remitted to the School Board by the Successful Offeror upon completion, termination or cancellation of the Agreement. The Successful Offeror shall not willingly use or allow or cause to have such materials used for any purpose other than performance of the Successful Offeror's obligations under the Agreement without the prior written consent of the School Board.

Confidential Information: All confidential and proprietary information and data furnished to the Successful Offeror by the School Board shall remain the property of the School Board. The Successful Offeror agrees to retain in confidence, and not to disclose or use for the benefit of third parties, any

information disclosed to the Successful Offeror by the School board without the School Board's prior written consent. Excluded from this provision shall be :

- a. Information which is in the public domain or which the Successful Offeror can show to have been in its possession independently of and prior to such disclosure by the School Board
- b. Information which becomes public knowledge after such disclosure, without fault on the part of the Successful Offeror or its employees
- c. Information made available to the Successful Offeror from a third-party source without any secrecy obligation attaching thereto
- d. All information uncovered during an investigation conducted by the Successful Offeror that is required to be reported by the Successful Offeror to appropriate agencies pursuant to local, state or federal statutes (i.e., especially concerning or affecting public health and safety). The Successful Offeror will attempt to notify the School Board prior to any such reporting.

Compliance with Law and Standard Practices: The Successful Offeror shall perform its obligations under the Agreement in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements, and in compliance with any and all rules of the School Board relative to the premises. The Successful Offeror shall be responsible for obtaining all permits, consents, and authorizations as may be required to perform its obligations.

The Successful Offeror warrants to the School Board that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in, or otherwise violate the provisions of, the Immigration Reform and Control Act of 1986.

Taxes, Fees, Code Compliance and Licensing: The Successful Offeror shall be responsible for the payment of any required taxes or fees associated with the Agreement. All work shall be in compliance with all applicable codes, ordinances and permitting requirements.

Coordination of Work: The Successful Offeror shall schedule and coordinate its services with the School Board. Services shall be performed in a professional and timely manner.

Payments and Invoices: .

Billing shall be done monthly based on the contracted rate bid/proposal by the Contractor and submitted to the Louisa County Public Schools' Finance Department. The School Board will remit payment within 45 days of receipt of a correct invoice. Incorrect invoices shall be subject to correction and/or rejection by the Louisa County Public Schools' Finance Department.

Successful Offeror agrees that the School Board has the unilateral right to offset any bill submitted to School Board by Successful Offeror, or any payment owed to Successful Offeror by the School Board, by any amount due to the Board from Successful Offeror pursuant to the Contract Documents, or any other agreement, contract or transaction between School Board and Successful Offeror.

When subcontracts are used in the performance of this Contract, Contractor must take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the School Board for work performed by the subcontractor under that contract: (a) Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract, or (b) Notify the School Board and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment with the reason for nonpayment. Individual contractors must provide their social security numbers and proprietorships, partnerships, and corporations must provide their federal employer identification numbers. Contractor must pay interest to the subcontractor on all amounts owed by Contractor that remain unpaid after seven days following receipt by Contractor of payment from the School Board for work performed by the subcontractor under that contract, except for amounts withheld as allowed in this section. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month. Contractor must include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. No contract modification, and no cost reimbursement claim, shall include any reimbursement for the interest charge.

Hold Harmless Agreement: The Successful Offeror shall indemnify and hold harmless the School Board and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise brought or recovered against the School Board or its representatives by reason of any act or omission of the Successful Offeror, its agents, servants or employees in the execution of the contracted work.

Insurance: The Successful Offeror shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the School Board. The School Board will be named on all liability policies and Workers' Compensation policies as "Additional Named Insured" or "Alternate Employer Endorsement" for the proposed work.

Professional Liability Insurance: The Architect shall procure and maintain professional liability insurance for protection from claims arising out of the performance of professional services cause by a negligent act, omission or error for which the insured is legally liable. Liability insurance shall provide for coverage in the amount of two million dollars, with such deductible provisions as required by the School Board. Certificates indicating that such insurance is in effect shall be delivered to the School Board. The Architect shall also cause the independent professional engineers, architects and other consultants retained by the Architect for the Project to procure and maintain professional liability insurance coverage in the amount of two million dollars.

Workers Compensation Insurance and Employers' Liability Insurance: The Successful Offeror shall obtain and maintain during the life of this Agreement the applicable statutory Workers Compensation Insurance with an insurance company duly authorized to write such insurance. The Successful Offeror shall obtain and maintain during the life of this Agreement, Employers' Liability Insurance with a limit of \$200,000.00 per accident/injury by an insurance company duly authorized to execute such insurance in the State of Virginia.

Public Liability Insurance: The Successful Offeror shall maintain during the life of this Agreement such Public Liability Insurance as shall protect him/her against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under this Contract whether such operations be by himself/herself or his/her employees.

Certificate of Insurance: The Successful Offeror shall furnish the School Board with two (2) copies of certificate of insurance evidencing policies required. The Successful Offeror shall not change any required insurance during the life of this Agreement unless notice of any such change in coverage is given in writing by the Successful Offeror to the School Board at least fourteen (14) calendar days prior to there having any such change in coverage.

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

Notices:

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

a.) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect; or

b.) transmitted by hand delivery, telegram, telex, telecopy or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party.

Notices to the Board shall be sent to:

Superintendent of Schools
Louisa County Public Schools
953 Davis Hwy
Mineral, VA 23117

With a copy to:

Bradford A. King, Esq.
Sands Anderson, P.C.
P.O. Box 1998
Richmond, VA 23218-1998

ATTACHMENT 1:

CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

Pursuant to Virginia Code Section 22.1-296.1(E), as a condition of awarding a contract for 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, the school board shall require the contractor to provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude. So as not to place an undue burden or hardship on the day to day operation of the school division and remain in compliance with the aforementioned Code provision, any contractor providing services for Louisa County Public Schools, whose employees will have direct contact with students, is required to provide the certification listed below:

As a contractor providing services for Louisa County Public Schools, whose employees will have direct contact with students, I certify that neither the contractor nor any of its employees, whether current employees or those who will be employed in the future, have been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § [19.2-392.02](#); any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude .

CONTRACTOR NAME _____

BUSINESS ADDRESS _____

_PHONE NUMBER _____

CERTIFIED BY _____

PRINTED NAME _____

TITLE _____

DATE _____

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection.

For the purposes of this subsection, “direct contact with students” means being in the presence of students during regular school hours or during school – sponsored activities.

Attachment 2

In compliance with this Request for Proposal and to all the conditions imposed herein, by signing below, Offeror:

- (1) Certifies and warrants that the individual signing on Offeror’s behalf is authorized to bind the Offeror in any and all contractual matters relating to this Request for Proposal;
- (2) Certifies and warrants that neither Offeror, nor the individual signing on Offeror’s behalf, has any business or personal relationships with any other persons, including School Board employees, or companies that are in conflict with the Commonwealth of Virginia’s Conflict of Interest Act; and,
- (3) Certifies and warrants that the Offeror is properly licensed for providing the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Offeror shall fail to obtain the required license prior to submission of their proposal, they shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and their proposal will not be considered.

NAME AND ADDRESS OF FIRM:

Date: _____

By: _____

eVA Vendor ID or DUNS No.

Name: _____

Email Address:

Title: _____

Telephone No. _____

We acknowledge receipt of the following Addenda and Bulletins (if any):

No. _____,

dated _____

No. _____,

dated _____

No. _____,

dated _____