

County of Henry

P.O. BOX 7
COLLINSVILLE, VIRGINIA 24078-0007
<http://www.co.henry.va.us/>

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MEMBER OF
VAGP
NIGP

PURCHASING DEPARTMENT

JUNE 9, 2015
REQUEST FOR PROPOSAL
RFP # 15-06223-A160
HENRY COUNTY PURCHASING DEPARTMENT

The Henry County Schools solicits firms to submit proposals for “**Architect/Engineering Services.**” The **original** and **four (4)** submittals (**FOR A TOTAL OF FIVE (5) PROPOSALS**), marked “**Architect/Engineering Services**” RFP #15-06223-A160 will be received in a sealed envelope not later than **3:00 p.m., Local Prevailing Time, JUNE 22, 2015, in the:**

Purchasing Department, Room 210
Attn: Carole Jones, Chief Purchasing Agent
Henry County Administration Building
P.O. Box 7 (Postal Service)
3300 Kings Mountain Road (UPS or FedEx)
Collinsville, VA 24078-0007

Facsimile and/or electronic proposals will not be accepted. Proposals received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition.

On the contrary, all responsible firms, local, faith-based, minority-owned and female-owned are encouraged to submit a proposal.

The County/PSA reserves the right to reject any or all of the proposals, to waive informalities and to award in part or in whole any or all proposals. Any proposal submitted **MUST** be signed by an individual authorized to bind the offeror.

RFP #15-06223-A160

Enclosed is a ***“Proposal Requirements and Non-Collusion Statement”*** that must be signed and returned with the proposal or proposal may be rejected.

If you desire not to quote on this proposal, please forward your acknowledgement of NO PROPOSAL SUBMITTED to the above address. Otherwise, your name shall be removed from our bidders list after three (3) non-responses.

Contract Period

A notice of award will be signed and publicly posted once this RFP has been approved. The date on the notice of award will be when the RFP becomes effective (not date of service). Initial contract shall be for 1-year beginning July 1, 2015 and ending June 30, 2016. However, the Henry County Schools reserves the right to negotiate each year with awarded vendor for four (4) additional 1-year terms starting each year on July 1. In addition this contract could last until June 30, 2020. Under the VA Procurement Act, the County/PSA reserves the right to negotiate extending this contract for not more than one (1) additional year after original contract terms.

The above terms shall override any other written terms in this RFP and/or verbal comments made during negotiations, unless authorized by Chief Purchasing Agent.

Piggy Back Clause

This contract shall be available for piggy backing for any other state and local agency or government agency.

ILLEGAL ALIENS

Vendor promises they will not hire illegal aliens. By signing this proposal document the vendor confirms this promise.

CONTACT FOR THIS RFP:

Please contact Keith Scott at 276-666-2404 or at kascott@henry.k12.va.us for any questions pertaining to this RFP.

SPECIAL TERMS AND CONDITIONS

During the performance of any contract awarded pursuant to this RFP, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the operation of the contractor. The Contractor agrees to post in conspicuous places, available to provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed 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 regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor shall include in provisions of the foregoing paragraph A, B, and C in every subcontract or purchase order over \$5,000 so that the provisions will be binding upon each subcontractor or vendor.

PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia as amended. Futhermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF FIRM _____

ADDRESS _____

SIGNATURE _____

NAME (TYPE/PRINT) _____

TITLE _____

DATE _____

TELEPHONE() _____

FAX() _____

RFP# 15-06223-A160

THE 2007 SESSION OF THE VIRGINIA GENERAL ASSEMBLY, PASSED THE HB 1707/SB 1346 BILL, EFFECTIVE ON JULY 1, 2007. HENRY COUNTY IS REQUIRING ALL VENDORS TO ABIDE BY THE FOLLOWING NEW LEGISLATION.

HB 1707/SB 1346

PROVIDES THAT 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, THE SCHOOL BOARD MUST REQUIRE THE CONTRACTOR TO PROVIDE CERTIFICATION THAT ALL EMPLOYEES WHO WILL HAVE DIRECT CONTACT WITH STUDENTS HAVE NOT BEEN CONVICTED OF A FELONY OR ANY OFFENSE INVOLVING THE SEXUAL MOLESTATION OR PHYSICAL OR SEXUAL ABUSE OR RAPE OF A CHILD. THE BILL ALSO PROVIDES THAT THE REQUIREMENT BE WAIVED IN EMERGENCY SITUATIONS WHEN IT IS REASONABLY ANTICIPATED THAT THE CONTRACTOR OR HIS EMPLOYEES WILL HAVE NO DIRECT CONTACT WITH STUDENTS.

PLEASE INDICATE APPROPRIATE BOX BELOW.

_____ I AGREE TO ABIDE BY THIS LEGISLATION HB 1707/SB 1346.

_____ THIS LEGISLATION DOES NOT APPLY TO THIS SOLICITATION.

THE AWARDED VENDOR MAY BE REQUIRED TO PROVIDE ADDITIONAL PAPERWORK BUT ONLY A SIGNATURE IS NECESSARY AT THIS TIME.

AUTHORIZED VENDOR SIGNATURE

DATE

COMPANY NAME

PRINTED NAME AND TITLE

Subcontractor Information

Must fill form out completely even if no subcontractors are being used.

You must check appropriate box below and list any subcontractors that will be used for this RFP# 15-06223-A160 for **Architect/Engineering Services**.

_____ I will be using subcontractors. (See list below)

_____ I may or may not be using subcontractors. Not sure at this time. If you are the awarded vendor, you are responsible for contacting Commissioner of Revenue's Office at (276-634-4691) with subcontractor information. Payment of invoices is contingent upon receiving required information.

_____ I will not be using subcontractors.

1.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

2.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

3.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

4.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

5.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

6.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

Bidders Company Name _____

Bidders Authorized Signature _____ **Date:** _____

Bidders Telephone # _____ **Federal ID #** _____

*Note- Add a separate sheet if you need additional space for subcontractors

Request for Proposals for Architect/Engineering Services

Title:

Contract for Architect/Engineering (A/E) Services to Design a New Elementary School.

In compliance with this Request For Proposals (RFP) and subject to all the terms and conditions set forth herein, the undersigned offers and agrees to furnish the services described in the RFP cited above and submit this signed proposal which includes this completed and signed page, and other data as required by the RFP. It is understood that this proposal and the scope of services may be modified, by mutual agreement in subsequent negotiations.

Name and Address of Proposer:

Date: _____

By: _____

(Signature in Ink)

Typed Name: _____

_____ Zip: _____

Title: _____

FEIN/SSN # _____

Telephone No.: () _____

I. PURPOSE:

The purpose of this RFP is to solicit proposals for a contract for such professional architectural and/or professional engineering services to design a new elementary school which may include the full range of services through all five phases of design and construction (schematic design phase, design development phase, construction documents phase, bidding or negotiation phase and construction contract administration phase) and additional services if requested. The contract shall be awarded for these services, but may also be used for additional A/E professional services through a mutual agreement for up to a maximum of four (4) additional one year terms.

II. PROPOSAL REQUIREMENTS:

- A. Proposals shall be signed by an authorized representative of the A/E. 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 will ultimately result in rejection of the proposal.
- B. Proposals should be prepared simply and economically, providing a 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.
- C. The Respondent's proposal shall include: the completed requirements and signed proposal shall be submitted to the Owner. Each copy of the proposal shall be bound in a single volume where practical.
- D. All documentation submitted with the proposal shall be included in that single bound volume. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective proposal are neither required nor desired.
- E. Any information thought to be relevant, but not specifically applicable to the enumerated scope of Work, may be provided as an appendix to the proposal. If publications are supplied by the proposer to respond to a requirement, the response should include reference to the document number and page number. Publications provided without such reference will not be considered relevant to the RFP.
- F. Please present qualification information given below:
 - Express the desire of the firm to perform the services
 - State brief history of the firm, size and titles of staff, location, years in practice, and other applicable information.
 - Give brief account of overall experience of the firm.
 - Give examples of public school facilities projects including new facilities and renovations designed during the past five to ten years. Provide brief description of projects.
 - Give information covering your liability and general insurance coverage limits, and deductibles.

-Give the professional qualifications of the staff or design team to be assigned to this project. If you plan to employ any consulting/ engineering firm(s) to help with the project, please include your plan to do so and the name of firm(s) with brief outline of personal qualifications of key employees whom you will expect to be assigned to your project if commissioned.

-Provide three names and addresses of superintendents of school divisions where you have performed consulting/ architectural service for school facilities actually constructed during the past five to ten years.

-Give evidence of cost control effectiveness

-Denote any other information not requested which in your judgment would be beneficial in evaluating the qualifications and capabilities of your firm.

III. EVALUATION AND AWARD OF CONTRACTS:

- A. Evaluation Criteria: Proposals shall be evaluated by the Agency using the following criteria:
1. Expertise, experience, and qualifications of the A/E's personnel in each discipline that may provide services relevant to the RFP.
 3. Geographic location of the A/E's office where work will be performed in relation to the project location(s).
 4. A/E's plan to respond to requests for services and ability to complete any Project Orders in a timely manner.
 7. A/E's recent (most recent 5-10 years) experience / history in designing schools within the established budget.
 8. A/E's experience in providing services for K-12 clients.
 10. Financial Responsibility as evidenced by the A/E carrying Professional Liability Insurance.
- B. AWARD OF CONTRACT: The Owner shall engage in individual discussions and interviews with a minimum of two offerors 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. Proprietary information from competing proposers (including any data on estimated manhours 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 §2.2-4342, Code of Virginia, as revised.

At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Agency 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 one or more of the top ranked Proposers to establish an acceptable Memorandum of Understanding (MOU). If a contract satisfactory and advantageous to Henry County Public Schools can be negotiated with a price considered fair and reasonable, the award shall be made to that firm. If unable to negotiate acceptable terms with any of the top ranked Proposers, the Owner shall formally terminate negotiations and proceed to conduct negotiations with the next ranked Proposer, and so on, until such a contract(s) can be negotiated at fair and reasonable rates.

IV. CONTRACT TERM:

Under this Contract, additional Project Orders may be issued during the one-year following the date of execution of this Contract. This one-year period shall be referred to as the "Contract Term." It is understood that the A/E's Work under the Project Orders issued may not be completed during the Contract Term; however, all terms and conditions of this Contract, including all rights and obligations, shall survive until the Work is completed, except the Owner's right to issue, and the A/E's right to accept, additional Project Orders.

The Owner may, through mutual agreement, renew the Contract annually for up to a maximum of four (4) additional one year terms. If the Owner exercises its option to renew, subsequent Contract Terms shall begin one year from the date of the execution of the initial Contract.