



**REQUEST FOR PROPOSAL
ARCHITECTURAL, INTERIOR DESIGN AND
ENGINEERING SERVICES
ANNUAL TERM CONTRACT
COUNTY OF WARREN, VIRGINIA**

Warren County is seeking proposals from qualified firms to provide architectural, interior design and engineering services under an annual term contract for small projects in accordance with the enclosed specifications. The submittal consisting of the original proposal and **eight (8)** additional copies marked, “**A Proposal for A & E Services, Annual Term Contract**”, will be received no later than **2:00 p.m. on Thursday, November 10, 2016 by:**

IN PERSON OR SPECIAL COURIER U.S. POSTAL SERVICE
County of Warren
County Administrator’s Office
220 North Commerce Avenue
Suite 100
Front Royal, Virginia 22630

This Request for Proposals and any addenda are available on the County of Warren website at: www.warrencountyva.net.

Any proposal received after **2:00 p.m. on Thursday, November 10, 2016** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the clock in the County Administrator’s Office. Proposals shall be placed in a sealed, marked envelope with RFP title. Offeror(s) are responsible for insuring that their proposal is stamped by Administration Office personnel by the deadline indicated. Proposals may not be submitted by facsimile or email.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Warren reserves the right to accept or reject any or all proposals submitted. The awarding authority for this contract is the Board of Supervisors. Questions concerning this Request for Proposal should be directed to Douglas P. Stanley, County Administrator at dstanley@warrencountyva.net or 540-636-4600.

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I. PURPOSE AND GENERAL INFORMATION:

- A. The purpose and intent of this Request for Proposal (RFP) is to solicit proposals, from qualified firms, for Architectural and Interior services, on an as needed basis for the design and construction administration of specific projects under an annual term contract. The County intends to establish contracts with one or more professional Architectural, Interior Design and Engineering firms to whom individual projects can be assigned on an as needed basis. Reference **Attachment C**, Current Potential Projects.
- B. The successful Offeror(s) shall provide comprehensive Architectural Engineering Professional Services required for specific project(s) including specialty multidisciplinary services incidental to the project. The majority of the projects intended to be covered by this contract will be smaller design projects not otherwise addressed by separate Request for Proposals for Professional Services. The services covered by this contract shall include, but are not limited to – Architectural Engineering, Civil Engineering, Landscape Design, Structural Engineering, Mechanical Engineering, Electrical Engineering, Plumbing, Security, Fire Safety, Interior Design, Furnishings & Equipment Design, Construction Contract Administration, Plan of Development. Offeror(s) shall include proposed sub consultant(s) team qualifications, staffing and other details, required under this RFP, in their response to the RFP.
- C. The services outlined in this solicitation are specifically relating to the requirements of Warren County, however, architectural/engineering services may be required for Warren County Public Schools. The resulting contract for this RFP and subsequent design tasks as well as contracts required for the construction will be administered by the Warren County Administrator’s Office or by the Warren County Public Schools, as applicable.
- D. The basis of the contract form will be AIA Document B101, Standard Form of Agreement between Owner and successful Offeror(s), 2007, Electronic Format as **Attachment D**. County required provisions are provided integral to the aforementioned document.
- E. The services that are described herein require similar experience and expertise. The contract term will be limited to one year or when the cumulative total project fees are reached whichever occurs first, reference General Contract Terms & Conditions, Paragraph E.2. The award of this contract shall be made to one or more of the top ranked Offeror(s).
- F. The contract term may be renewable for up to four (4) additional one-year terms at the option of the County.

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- G. Work assignments shall be on an “As needed” basis. Warren County reserves the right at all times to perform work in-house or to award projects on a competitive negotiation basis (request for proposals).
- H. Reference **Attachment C** for current potential projects for the contract resulting from this RFP.

II. SCOPE OF SERVICES:

A. GENERAL QUALIFICATIONS:

1. The successful Offeror(s) and its consultants will have demonstrated multi-disciplinary expertise in municipal design, including but not limited to, courts facilities, fire stations, public safety facilities, libraries, governmental office buildings, and metal buildings; with emphasis on renovations, and additions.
2. The successful Offeror(s) and its consultants will have demonstrated ability to finish projects within specified times, within a specified fixed fee, within Owner’s budget, with minimal claims and with minimal change orders other than those requested by the Owner.
3. It is desirable that the selected successful Offeror(s) has demonstrated experience in the incorporation of sustainable and energy efficient design (LEED®) principals; including the coordination of the design and construction process with commissioning agents.
4. The successful Offeror(s) and its consultants will have demonstrated experience in project construction administration to include proposal evaluation, negotiations, problem resolution, team building, reporting, logs, CPM scheduling analysis and claim analysis/resolution.

B. INDIVIDUAL PROJECT ASSIGNMENTS:

Projects shall be assigned to the successful Offeror(s) on an as needed basis at the discretion of the County. The County reserves the right, at all times, to perform work in house or to award any project through a separate procurement action.

C. PERFORMANCE SCHEDULE

The performance schedule for each project assigned shall be negotiated with the successful Offeror(s) for the specified project.

D. CHANGES IN PERFORMANCE SCHEDULE

1. The County may by written order and without notice, make changes in, additions to or deletions from the work for a specific project. If any such change increases or decreases the time required to perform the work, the performance schedule will be adjusted accordingly. The successful Offeror(s) shall not be entitled to

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- adjustments for changes in work that in the opinion of the County do not result in an increase in the successful Offeror(s)'s cost for performing the work.
2. The successful Offeror(s) shall not make changes in the scope of work for a project or perform additional services without the express written authorization of the County.

E. BASIC SERVICES

1. The successful Offeror(s) shall be responsible for the preparation of complete contract documents for all elements of the scope of work and for construction contract administration until successful completion and acceptance of the project by the Owner.
2. All work necessary for the completion of the project shall be in accordance with the applicable provisions of Warren County General Services Design Standards, Virginia Uniform Statewide Building Code, latest edition, including referenced International Building Code and all subsequent modifications and supplements, and the Americans with Disabilities Act.
3. The successful Offeror(s) shall perform any and all professional services including basic Architecture; landscape Architecture; interior design; planning; structural, mechanical, civil, electrical services and any surveying or related services incidental thereto. Successful Offeror(s) represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional. Successful Offeror(s) will comply with the regulations, laws, ordinances and requirements of all governmental impact applicable to any assigned project. Exact details of the basic services will be specified for each project assignment.
4. Services shall include review and revisions of specifications, studies, construction, construction administration, design and engineering services as described in the Request for Proposal.
5. Projects may include, but are not limited to: Renovations of buildings and/or equipment systems; Renovations and additions to existing county structures; Interior design and interior studies; Furnishing and color recommendations; Studies to determine extent of repairs necessary; and new structures, feasibility and programming studies.
6. **Basic Services may include, but not be limited to, the following:**
 - a. **Study and Preliminary Design Phase:** The successful Offeror(s) will consult with the County to determine phase requirements; prepare studies and preliminary design documents addressing phase requirements; provide necessary reports, plans and graphics documenting research, opinion of probable project cost, field survey, survey data and recommendations
 - b. **Program Phase:** The successful Offeror(s) will establish the Architectural Program with the Owner and identify programmatic requirements. The successful Offeror(s) will provide detailed space requirements, preliminary construction cost budget and project schedule for Owner's approval.

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- Successful Offeror(s) will conduct meeting(s) with the Owner reviewing the proposed program and presenting the final program.
- c. **Schematic Design Phase:** Upon approval by the County, in writing, of the program documents, the successful Offeror(s) will provide schematic design documents based on the approved program, design charrette and field conditions. The successful Offeror(s) shall provide a statement of probable construction cost and an updated project schedule.
 - d. **Design Development Phase:** Upon approval by the County, in writing, of the schematic design documents, the successful Offeror(s) shall prepare documents consisting of design development drawings and specifications. The successful Offeror(s) shall submit to the County an updated statement of probable construction cost and an updated project schedule.
 - e. **Landscape Design:** The successful Offeror(s) may be required to provide services for landscape design by a Landscape successful Offeror(s) certified in the State of Virginia. Landscape design may be required as part of a site plan submission.
 - f. **Construction Document Phase:** Upon approval by the County, in writing, of the Design Development documents, the successful Offeror(s) shall: Prepare working drawings and specifications for the Owner's solicitation of bids; be responsible to ensure that the construction documents are in accordance with all applicable codes and any Plan of Development; prepare any necessary documents for alternate bids, bid items, unit cost and allowances requested by the County; Provide complete bid documents to the Owner for bidding at the conclusion of this phase; submit to the County an updated statement of probable construction cost and an updated project schedule; provide County with Construction Document Phase CAD drawings and specifications for the bid phase.
 - g. **Bid Phase:** The County will manage the receipt of bids and will prepare and recommend the award of all construction/interiors contracts. The successful Offeror(s) shall assist in the bidding process, including printing and distribution of bid documents, participation in the pre-bid meeting, preparation of any addenda, evaluation of bids and bidder qualifications and contract award recommendation. Consult with and advise the County as to the acceptability of substitute materials and equipment proposed by a contractor.
 - h. **Construction Phase:** The successful Offeror(s) may be required to administer the contract for construction including, but not limited to, bi-weekly site visits, conducting progress meetings, issuing meeting minutes, certifying contractor payments, evaluating and recommending requests for proposals and claims, shop drawing reviews and approvals, responding to requests for information, preparing and issuing change orders, construction change directives, punch list and substantial completion certification(s), and other related work, and as detailed below.

The successful Offeror(s) will issue construction contract instructions on behalf of the County and prepare all change orders as required; successful

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Offeror(s) may, as county's representative, require special inspection or testing of the work and shall act as interpreter of the requirements of the final plans, specifications and contract documents. The successful Offeror(s) will verify that the completed project reasonably conforms to the final plans, specifications and contract documents. During site visits and on the basis of its on-site observations, the successful Offeror(s) shall keep the County informed in writing of the progress of work and shall endeavor to guard the County against defects and deficiencies in the work of the contractor(s); shall notify the County of any observed defects or deficiencies in the work of the contractor(s) and shall disapprove or reject work as failing to conform to the requirements of the final plans, specifications or contract documents; take appropriate action to review and approve shop drawings, samples, the results of tests and inspections and other data which contractor(s) is required to submit for conformance with the design concept of the project and compliance with the information given in the final plans, specifications and contract documents; determine the acceptability of substitute materials and equipment proposed by the contractor and receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, which are to be assembled by the contractor in accordance with the final plans, specifications and contract documents. Based on successful Offeror(s)' on-site observations as an experienced and qualified design professional and on his review of contractor's applications for payment and the accompanying data and schedules, shall advise the County as to the amount owing to contractor(s) and indicate whether he approves such amount; such approvals of payment will constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that, to the best of knowledge, information and belief, the quality of the work is in accordance with the final plans, specifications and contract documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the final plans, specifications and contract documents and to any qualifications stated in the approval); conduct an inspection to determine if the project is substantially complete and conduct a final inspection to determine if the project has been completed in accordance with the final plans, specifications and contract documents. If each contractor has fulfilled all of his obligations, the successful Offeror(s) shall indicate to the County and other governmental agencies, in writing, that final payment should be made to each contractor.

- i. **Interior Design:** The successful Offeror(s) shall coordinate the Owner's furniture layout, moving plans and the specifications for furnishings. The Owner prefers to procure furnishings via its annual contracts. The successful Offeror(s) shall assist the County in evaluating bids and proposals, selecting suppliers and on-site observation of delivery and set up. The successful Offeror(s) shall revise the furnishings layout as necessary for an approved layout.

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- j. **Survey:** The successful Offeror(s) may be requested to provide site survey, topographic survey, site plan, boundary and easement plats and to establish benchmarks.
- k. **Record Documents:** The successful Offeror(s) shall provide project record documents to the County, as follows: Record set of "Bid Documents" and the Contractor's "As Built Drawings", including data from the Architect's on-going record (Approved submittals and shop drawings, RFIs, COs, ASIs, CCDs, Sketches, etc.). The Architect shall review the Contractors "As Built Drawings" for general completeness, however shall not be required to verify them beyond the extent of the Architects on-going record.
- l. **Warranty Phase:** The successful Offeror(s) may be requested to provide services during the construction contract one year warranty period whereby the successful Offeror(s) shall advise the Owner, concerning warranties, correction of defective work, or equipment operational problems.

III. COUNTY RESPONSIBILITIES:

The County of Warren will assign a Project Manager who will coordinate the successful Offeror(s)'s tasks. A Construction Coordinator will be assigned to work with the Project Manager and shall observe construction and act as a liaison between the contractor and county agencies. The Project Manager shall have the authority to transmit instructions, receive information, and interpret and define County positions, policies and decisions with respect to the project. The County may employ a commissioning agent during appropriate phases and aspects of the design and construction to work with the selected successful Offeror(s).

IV. CONTRACT AWARD SCHEDULE:

It is essential that the project design and construction are performed in a timely manner. The following schedule details the dates for the initial proposal/interview/contract portions of the project:

- Request for Proposal Distributed: October 7, 2016
- Receipt of written proposals for services: November 10, 2016 at 2:00 p.m.
- Evaluation of written proposals: November 2016
- Interview of firms selected (if necessary): December 2016
- Negotiation of contract: December 2016/January 2017
- Award of A/E contract by Board of Supervisors: January 3, 2017

V. GENERAL CONTRACT TERMS AND CONDITIONS:

A. ANNUAL APPROPRIATIONS:

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It is understood and agreed that this contract shall be subject to annual appropriations by the County of Warren, Board of Supervisors. Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. There shall be no penalty should the Board fail to make annual appropriations for this contract.

B. AWARD OF CONTRACT:

1. The County reserves the right to reject any or all proposals and to waive any informality.
2. The successful Offeror(s) shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to Warren County Administrator's Office the contract forms and any other forms or bonds required by this RFP.
3. The basis of the contract form will be AIA Document B101, Standard Form of Agreement between Owner and successful Offeror(s), 2007, Electronic Format as attached as **Attachment D**. County required provisions are provided integral to the aforementioned document. Any contract resulting from this RFP is not assignable.

C. COLLUSION:

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or §59.1-9.1 through 59.1-9.17 or §59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. COMPENSATION:

Fees shall be determined for each project at the time of assignment based on the hourly rates as provided for in the contract that is awarded pursuant to this Request for Proposal. The fee shall be based on a specific scope of work and performance schedule. Each project will be authorized by purchase order. Reimbursable expenses shall mean the actual expenses incurred directly or indirectly in connection with the services performed and as outlined in **Attachment D**, Paragraph 11.8. No mark-up will be allowed for reimbursable expenses.

E. CONTRACT PERIOD:

1. The contract shall have an initial contract period of one year commencing at date of award. The contract price shall be firm for the contract period.
2. The contract may be renewed for up to four (4) additional one-year terms upon written, mutual agreement between the County and the successful Offeror(s). The total for all projects performed shall not exceed five hundred thousand (\$500,000) for

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the contract term unless the maximum amount is amended in the Code of Virginia. The project fee shall not exceed one hundred thousand dollars (\$100,000) for any single project unless the maximum amount is amended in the Code of Virginia.

F. CONTROLLING LAW; VENUE:

This contract is made, entered into, and shall be performed in the County of Warren, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this RFP, its interpretations, or its performance shall be litigated only in the Warren County General District Court or the Circuit Court of the County of Warren, Virginia. Reference draft contract, **Attachment D**, Paragraph 8.2.4.

G. DEFAULT:

1. If the successful Offeror(s) is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the County may consider the successful Offeror(s) to be in default. In the event of default, the County will provide the successful Offeror(s) with written notice of default, and the successful Offeror(s) will be provided twenty (20) calendar days to provide a plan to correct said default.
2. If the successful Offeror(s) fails to cure said default within twenty days, the County, among other actions, may complete the system through a third party, and the successful Offeror(s) shall be responsible for any amount in excess of the agreement price incurred by the County in completing the system to a capability equal to that specified in the contract.

H. EXCEPTIONS TO THE RFP OR CONTRACT:

Any exception to any provisions of this RFP or County draft AIA B-101 contract shall be explicitly identified in a separate "Exceptions to RFP or Contract" section and included with proposal submission. Exceptions will be resolved to the satisfaction of the County before any contract negotiations. In case of any conflict between the RFP, the contract or any other contract document, the RFP shall control unless the contract or contract documents explicitly provide otherwise.

I. DRUG-FREE WORKPLACE TO BE MAINTAINED BY THE CONTRACTOR:
(Code of Virginia §2.2-4312)

1. 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

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- 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.
2. 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 the Virginia Public Procurement Act, 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.

J. EMPLOYMENT DISCRIMINATION BY OFFEROR PROHIBITED:

1. During the performance of this contract, the successful Offeror(s) agrees as follows (Code of Virginia §2.2-4311):
 - a. The successful Offeror(s) shall 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 the contractor. The successful Offeror(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provisions of this nondiscrimination clause.
 - b. The successful Offeror(s), in all solicitations or advertisements for employees placed by or on behalf of the successful Offeror(s), shall 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 the requirements of this section.
2. The successful Offeror(s) shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

K. INDEMNIFICATION:

The successful Offeror(s) agrees to indemnify, defend (at County’s Option) and hold harmless the County of Warren including Warren Public County Schools, its officers, county designated volunteers, agents and employees from and against any and all claims, demands, defense costs, damages, suits, actions, liability or consequential damages of any kind or nature arising directly out of or in connection with negligent acts, errors or omissions in the performance of its professional services of the successful Offeror(s),

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including its agents, consultants and subcontractors, under the terms of the contract; excepting those which arise out of the negligence of the County.

L. INSURANCE REQUIREMENTS:

The successful Offeror(s) shall maintain insurance to protect itself and the County of Warren from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications as contained in the form of Agreement. Reference **Attachment B** and draft contract, **Attachment D**, Paragraphs 2.5.

M. SMALL, WOMEN-OWNED AND MINORITY OWNED (SWAM) BUSINESSES:

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County of Warren actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the County's Internet site at www.warrencountyva.net and may be viewed under Request for Proposals under the Government link on the homepage.

N. NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS:

Warren County does not discriminate against faith-based organizations as that term is defined in Virginia Code §2.2.-4343.1.

O. OWNERSHIP OF DELIVERABLE AND RELATED PRODUCTS:

The County of Warren, Virginia shall have all rights, title, and interest in or to all developmental or interim plans, project reports and/or presentations, data, and documentation developed or generated during the completion of this project. Construction documents prepared by the successful Offeror(s) for the project shall be deemed property of the Owner who shall be entitled to all common law, statutory and other reserved rights including copyright. Any use of the construction documents by the County on any other project, other than the project under this agreement, without adaptation by the successful Offeror(s), shall be at the sole risk of the County to the extent allowed under Virginia law. The County waives and releases the successful Offeror(s) from liability to the County for any and all claims, which arise out of such use by the county without successful Offeror(s)'s adaptation of said construction documents. The selected successful Offeror(s) shall be expressly prohibited by the terms of the contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract. Reference draft contract, **Attachment D**, Paragraph 7.3.

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P. SEVERABILITY:

Each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

Q. SUBCONTRACTS:

No portion of the work shall be subcontracted without prior written consent of the County of Warren, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.

R. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contractor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform Act of 1986."

S. AUTHORIZATION TO TRANSACT BUSINESS:

Contractor agrees to be authorized to transact business in Virginia as a domestic or foreign business entity.

T. TERMINATION OF CONTRACT:

Reference draft contract, **Attachment D**, Paragraph 9.1.

VI. PROPOSAL SUBMISSION REQUIREMENTS:

- A. The County of Warren will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
- B. The Proposal Signature Sheet, **Attachment A**, must accompany any proposal(s) submitted and shall be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information required may result in the County Administrator's Office

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requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

- C. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- D. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
- E. The time proposals are received shall be determined by the time clock in the County Administrator's Office. Offeror(s) are responsible for insuring that their proposals are stamped by Administration Office personnel by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents that it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint themselves with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.
- H. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (§2.2-4342 of the Code of Virginia).**
- I. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Administration Office in writing of its intentions.
 - 1. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
 - 2. Modified and withdrawn proposals may be resubmitted to the Administrator's Office up to the time and date set for the receipt of proposals.
 - 3. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred and twenty days (120) days thereafter.
- J. Comments as to how the proposal documents, scope of services or drawings can be improved are welcome. Offeror(s) requesting clarification or interpretation of or improvements to the proposal general terms, conditions, and scope of services or

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drawings shall make a written request which shall reach the Administrator's Office at least eight (8) days prior to the date set for the receipt of proposals. Any changes to the proposal shall be in the form of a written addendum from the Administrator's Office and it shall be signed by the County Administrator or a duly authorized representative. Each Offeror shall be responsible for determining that all addenda issued by the Administrator's Office have been received before submitting a proposal.

- K. All proposals received in the Administrator's Office on time shall be accepted. All late proposals received by the Administrator's Office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the contract.

VII. PROPOSAL RESPONSE FORMAT:

Offeror(s) shall submit a written proposal that presents the Offeror's qualifications and understanding of the work to be performed. Offeror(s) are asked to address each evaluation criterion and to be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror(s) qualifications. The Offeror(s) should include in its proposal as a minimum the following:

A. Table of Contents

B. Introduction

1. Cover Letter
2. Proposal Signature Sheet (**Attachment A**)

C. Narrative Summary shall include, as a minimum, the following information as part of their proposals:

1. Submit a list of completed projects relevant to the scope of services requested under this Request for Proposal. Submit a list of approximately five clients for whom similar projects have been performed, who could attest to the quality of previous work, timeliness, diligence, and ability to meet budget and schedule. Include contact persons, addresses and telephone numbers. Submit resumes of all personnel expected to be assigned to this project including the name(s) of the partner in charge and any consultants who would be involved in all County project assignments. Resumes should adequately describe educational background, specific area of expertise and related experience with architectural, interior design and engineering services relative to examples of projects listed in **Attachment C**, Current Potential Projects. Submit a list of present projects with identification of status of each and include anticipated projects which could impact future workload.
2. Demonstrate the ability to complete projects within specified completion dates.
3. Submit the Offeror's and consultant(s) current workload with particular reference to personnel and other resources being proposed.
4. Evidence of past cost performance, project scheduling performance and general overall completion on time of past projects on County or similar projects.

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5. Evidence of knowledge of Warren County Plan of Development standards, local conditions and all pertinent codes and regulations.
6. Submit a list of all LEED® projects designed by the Offeror. Include project description including but not limited to: location, completion dates, features, innovation credits achieved, certification level anticipated or obtained, owner & contractor contacts, square footage, construction cost, and consultants on each project.

VIII. PROPOSAL EVALUATION/SELECTION PROCESS:

- A. Offeror(s) are to make written proposals which present the Offeror's qualifications and understanding of the work to be performed. Offeror(s) are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.
- B. Selection of the successful Offeror(s) will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:
 1. Special experience, technical capabilities, professional competence, and qualifications of the Offeror and its consultants. Include qualifications of proposed personnel to be assigned to this contract. **(20 points)**
 2. Demonstrated knowledge and understanding of Warren County Plan of Development standards, local conditions and all pertinent codes and regulations. **(10 points)**
 3. List of proposed associated licensed successful Offeror(s), engineers, interior designers, landscape architects, LEED® accredited professionals, surveyors or other special consultant firms. **(5 points)**
 4. Current workload and the ability to manage and complete multiple projects within County time constraints. Include proposed organizational and staffing plans. **(15 points)**
 5. Demonstrated experience in construction administration, project partnering, document management and logs, construction CPM scheduling experience and software, site visit reporting and documentation, and timely project closeout. **(15 points)**
 6. Submission of a complete proposal clearly demonstrating understanding of the work to be performed and completeness and reasonableness of the proposing Offeror's plan for accomplishing the tasks. **(10 points)**
 7. Past cost performance, project scheduling performance and general overall completion on time of County projects and other similar projects; to include total

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project budget, final project cost, change order cost, original scheduled days for completion and actual days for completion. *(15 points)*

8. Quality of written/oral proposal. *(10 points)*

TOTAL: 100 points

- C. The County shall engage in individual discussions with two or more Offeror(s) deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required service. These Offeror(s) will be requested to make an oral presentation to a Selection Committee to explain their proposal and answer questions.
- D. At the conclusion of discussion, and on the basis of evaluation factors as stated in the Request for Proposals and all information developed in the selection process to this point, the County shall select in the order of preference two or more Offeror(s) whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted; beginning with the two top ranked Offeror(s). If contract(s) satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, contract(s) shall be awarded to one or more top ranked Offeror(s). Otherwise, negotiations with the said Offeror(s) ranked first shall be formally terminated and negotiations conducted with the next Offeror ranked second, and so on until such a contract(s) can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. The County reserves the right to contract with more than one Offeror.

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ATTACHMENT A

PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the **RFP**. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

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

NAME OF OFFEROR: _____

ADDRESS: _____

FED ID NO: _____

SIGNATURE: _____

NAME (print clearly): _____

TITLE: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

DATE: _____

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ATTACHMENT B

INSURANCE SPECIFICATIONS FOR SUCCESSFUL OFFEROR(S)/CONSULTANT

The successful Offeror(s)/Consultant shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the successful Offeror(s)/Consultant, and shall deliver Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the County of Warren named as an additional insured for the Commercial General Liability, Automobile Liability (including owned, non-owned and hired car coverage), Umbrella Liability, and Professional Liability coverage.

The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Best. In addition, the insurer shall agree to give the County 30 days' notice of its decision to cancel coverage.

1. Workers' Compensation and Employer's Liability:
 - Coverage A statutory Virginia limits
 - Coverage B \$100,000 per occurrence
 - Coverage C \$100,000/\$100,000 accident and/or disease
 - All States Endorsement

2. Automobile Liability, including Owned, Non-Owned, and Hired Car Coverage Limits of Liability:
 - Bodily Injury \$1,000,000 each occurrence
 - \$1,000,000 annual aggregate
 - Property Damage \$1,000,000 each occurrence

3. Comprehensive General Liability Limits of Liability:
 - Bodily Injury \$1,000,000 each occurrence
 - \$1,000,000 annual aggregate
 - Property Damage \$1,000,000 each occurrence
 - \$1,000,000 annual aggregate Including Completed Operations/Products.
 - Contractual Liability for specified Agreement (Note 1). Personal Injury. (XCU) Explosion, Collapse and Underground Coverage. Broad Form Property Damage.

4. Professional Liability:
 - \$1,000,000 each occurrence
 - \$2,000,000 aggregate

Note 1: Contractual Liability covers the following indemnity agreement: "The successful Offeror(s)/Consultant shall indemnify and hold harmless the owner against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract."

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ATTACHMENT C

CURRENT POTENTIAL PROJECTS

The following are the current projects that may be assigned under this annual term contract:

- 1. Warren County Health and Human Services Complex**
 - a. Interior Renovation – Shenandoah Area Agency on Aging/Senior Center
 - b. Interior Renovation – Warren County Registrar/Office

- 2. Rivermont Volunteer Fire Department-Station**
New Facility

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ATTACHMENT D

INSERT AIA DOCUMENT B101 HERE including Exhibit A – Owner’s Supplemental Amendments to AIA Document B101-2007.