

**CULPEPER COUNTY SCHOOLS, REQUEST FOR PROPOSALS**  
**RFP # 16-09-001 ON-GOING ARCHITECTURAL AND ENGINEERING (A&E) SERVICES**

**I. BACKGROUND INFORMATION:**

The Culpeper County School Board (School Board) occasionally requires the services of a professional architectural and/or engineering firm to handle small projects. These projects may include, but are not limited to, items in the approved capital Improvement Plan (CIP). Rather than going through a formal advertising and selection process each time the need arises for these type services, it is more efficient to have an open-end contract with a pre selected firm to handle these projects. This open-end contract will form an umbrella contract under which individual project fees can be negotiated with the selected firm to accomplish services of a similar nature. The School Board reserves the right to determine which projects will be included under the open-end contract. Projects that have begun under other separate contracts shall not be covered in this solicitation.

**II. DESCRIPTION OF PROJECT/PURPOSE:**

The School Board seeks proposals from qualified individuals and organizations to provide general architectural and engineering services through an open-end contract for projects to include, but not be limited to, small construction projects, building renovations, roofing projects, HVAC projects and other requirements as may arise. The services shall be provided beginning the date of execution of the contract through August 31, 2017 with four (4) additional one-year periods running September 1 through August 31 of subsequent years, at the School Board's discretion.

**III. SCOPE OF SERVICES:**

The successful offeror shall furnish all labor and resources necessary to provide architectural and engineering services for the projects identified to be included as a part of this open-end contract. It is the preference, but not a requirement for contract award, of the School Board that the successful offeror have the appropriate labor and resources within the firm.

The successful offeror must meet the below minimum requirements and shall perform and carry out in a satisfactory and professional manner, the following, but not be limited to:

- A. Develop the necessary plans, sketches, specifications and/or statements of work required to bid small construction or renovation projects.
- B. Develop a cost estimate for each project on an as required basis.
- C. Provide on an as required basis, suggestions on the most cost effective means to get a project completed.

**IV. CULPEPER COUNTY SCHOOL BOARD RESPONSIBILITIES:**

- A. The School Board will provide to the successful offeror all the information, which is reasonably available, which is necessary for the successful completion of each project.
- B. The School Board will assist the successful offeror in obtaining permission to set meetings with employees, as is necessary for the completion of each project.
- C. The School Board will designate a person to act as their representative and to provide the selected offeror with the assistance necessary to complete each project.
- D. Selection of firms for individual projects shall be solely at the discretion of the School Board. No promise is made or implied that the firm chosen under this RFP will be selected to perform services on individual projects during the contract term. The School Board reserves the right to determine which projects will be included under the open-end contract.

**V. PROPOSAL PREPARATION:**

- 1. Return the Proposal Requirements and Non-Collusion Statement with signature, and all addenda acknowledgements, if any, signed and filled out as required.
- 2. Written narrative statements to include:
  - a. Introduction of offeror to the Evaluation Committee.
  - b. Brief history of firm.
  - c. Location of office from which services shall be rendered.
  - d. A statement of the Offeror's understanding of the work to be performed.
  - e. Experience to include past architectural and engineering services for open end contracts and/or architectural and engineering services for small-scale construction projects, and small building renovations performed during the past five years.
  - f. References for the projects highlighted in item 5 above. A minimum of three is required.
  - g. Qualifications and experience of personnel who will be assigned to work on projects under this contract.
  - h. Any other pertinent data related to this project.
- 3. Specific plans for providing the proposed goods/services including:
  - a. Discussion concerning your ability to respond on short notice to provide the required services.
  - b. Present known workload in relation to available man-hours.
  - c. Any other data, brochures, and samples, relevant to the services sought, which might prove worthy in evaluating the proposal.

## **VI. EVALUATION AND AWARD CRITERIA:**

### **A. EVALUATION CRITERIA:**

These criteria are to be utilized in the evaluation of qualifications for development of the short list of those Offerors to be considered for interviews and or potential negotiations.

1. Demonstration as to the Offerors' understanding and experience in providing architectural and engineering services for small projects either individually or under an open-end contract within the last five years. Highlight projects performed within the Commonwealth of Virginia for public school systems. (20 points)
2. Experience and qualifications of personnel who will be assigned to this project, with emphasis on small construction projects. (15 points)
3. The ability of the firm to complete the work efficiently (20 points)
4. Demonstrated capacity to meet time schedules and capability to respond on short notice as required (15 points)
5. References pertaining to similar projects in which Offeror has provided like requirements within the last ten years including contact person, telephone number and services provided. (10 points)
6. Overall strength of proposal submitted by firm in specifically understanding and addressing the School Board's needs and objectives as expressed in the RFP (15 points)
7. Any other relevant information offered or discovered during the evaluation process. (5 points)

### **B. AWARD OF THE CONTRACT:**

The School Board shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the School Board may discuss non-binding estimates of total project costs and non-binding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in this Request for Proposals and all information developed in the selection process to this point, the School Board shall select, in order of preference, two or more Offerors whose qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the School Board can be negotiated at a price considered fair and reasonable, the award shall be made to the offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Should the School Board 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.

## GENERAL TERMS AND CONDITIONS

The general conditions set forth herein apply for contractual services rendered to Culpeper County Schools. All Offerors are bound by these conditions. Further, these conditions and requirements become part of any contract awarded between Culpeper County Schools and the successful Offeror.

Any changes in the general conditions after the proposal is advertised will be official only when submitted in writing and signed by the Purchasing Office. Any and all changes will be made by addendum and all Offerors notified. All addenda issued will become a part of the proposal.

Should an Offeror find discrepancies, ambiguities and require clarification, he/she should notify the School Board Office at least five days prior to the date set for opening of proposals.

Pursuant to Culpeper County regulations a business seeking to operate in Culpeper County must submit a business registration to the Commissioner of the Revenue. In addition, section 58.1-3715 of the Virginia Code, Contractors located in Culpeper County are required to have a business license.

Every bidder (or offeror) shall include in its proposal the identification number issued to it by the State Corporation Commission confirming that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50. If the offeror is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, the offeror shall include in its proposal a statement describing why the offeror is not required to be so authorized. Any offeror that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Superintendent of Schools.

### A. Proposal Procedures

1. The required number of copies of the proposal must be signed, sealed, and received at the School Board Office, prior to the closing hour, with the proposal name and RFP# shown clearly on the face of the envelope. Proposals offered by telephone, facsimile or telegraph will not be accepted. Proposals delivered in person must be delivered to the School Board Office, 450 Radio Lane , Culpeper, Virginia 22701.
2. In submitting a proposal, the Offeror signifies that he/she is fully informed as to the extent and character of the supplies, materials, equipment and services necessary to perform this proposal in accordance with all documents constituting the proposal and will comply satisfactorily with the proposal documents.
3. All information required by the solicitation must be supplied to constitute a responsive proposal. All information submitted including prices should be typed so as to insure legibility. However, the Offeror's signature shall be handwritten in ink in order for the proposal to be considered.
4. The Offeror expressly warrants that the services proposed herein are not the result of an agreement or understanding expressed or implied with any other Offeror or Offerors.

5. Any proposal submitted with corrections must have the corrections initialed by the person who signed the original proposal. No proposal changes will be permitted after the opening. The unit price will prevail in the event an error is made in computing totals.
6. Culpeper County School Board requires that the proposal remain firm 90 days after the date of the closing. At the end of the 90 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
7. The School Board is exempt from the payment of any federal excise or any Virginia sales tax. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the School Board at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.
8. Right is reserved to waive any and all informalities and to cancel or reject any and all proposals.
9. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute written consent of the School Board.
10. Proposals will be received up to the appointed hour but School Board officials reserve the right to take sufficient time to study the various proposals and then make the awards. Contracts will be awarded as promptly as possible after the closing date.
11. If proposals are submitted by Federal Express, UPS or other commercial carrier, the following address must be used:

Culpeper County Public Schools Administration Office  
450 Radio Lane  
Culpeper, VA 22701
12. Offerors may be required under Chapter 11, Title 54, *Code of Virginia*, to show evidence of certificate of registration.
13. Failure to comply with conditions set forth herein may result in removal of an item(s) or total proposal from consideration.

## **B. Anti-Discrimination**

By submitting their proposals, Offerors certify to the County of Culpeper that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit. (*Code of Virginia, sec. 2.2-4343.1*).

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

1. During the performance of this contract, the contractor agrees as follows:
  - A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disabilities, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. 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.

## **C. Payments**

1. Billing will be directed to the Culpeper County School Board Office, 450 Radio Lane, Culpeper, VA 22701. Payment will be made after the receipt of a proper invoice.
2. Payment shall not preclude the School Board from making a claim for adjustment on any item later found not to have been in accordance with General Conditions and Specifications.

## **D. Disputes**

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payments.

## **E. Protest of Award or Decision to Award**

Any bidder or Offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the School Board Office not later than ten days after the award or the announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the selected bidder or Offeror is not a responsible bidder or Offeror. The written protest shall include the basis for the protest and the relief sought.

## **F. Insurance**

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with sec. 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

### Insurance Coverages and Limits Required:

1. Worker's Compensation – Statutory requirements and benefits.
2. Employer's Liability - \$100,000.
3. Commercial General Liability \$500,00 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The County of Culpeper must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 – Combined single limit. (Only if motor vehicle is to be used in the contract.)

## **G. Nondiscrimination of Contractors**

An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If

the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the School Board shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

#### **H. Drug Free Workplace**

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

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

#### **I. Employee Certification**

Bidders shall certify that any of their employees who will provide services under a resulting contract and will be in direct contact with Culpeper County Public School students, defined as in the presence of students during regular school hours or during school-sponsored activities, (i) has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) such person has not been convicted of a crime of moral turpitude. Bidders shall cause any of their subcontractors to provide the same certification described herein with regard to the subcontractors' employees.

#### **J. Immigration Reform and Control Act of 1986**

By submitting their proposal, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

#### **K. Authorized To Transact Business**

Pursuant to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) each bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its

bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Please complete the following:

- A. \_\_\_\_\_ Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's/Offeror's SCC Identification Number is \_\_\_\_\_.
  
- B. \_\_\_\_\_ Bidder/Offeror is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder's/Offeror's SCC Identification Number is \_\_\_\_\_.
  
- C. \_\_\_\_\_ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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Please attach additional sheets of paper if you need more space to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.