

Board of Supervisors

Susan B. Stimpson, Chairman
Cord A. Sterling, Vice
Chairman Jack R. Cavalier
Paul V. Milde, III
Ty A. Schieber
Gary F. Snellings
Robert "Bob" Thomas, Jr.

Anthony J. Romanello, ICMA-CM
County Administrator

December 6, 2012

PROPOSAL INVITATION

PROPOSAL #117134

Sealed Proposals (**Proposal #117134**) for Professional Architectural Engineering Services for Stafford County Public Schools will be accepted until **4:00 P.M., Thursday, January 17, 2013**, at which time they will be opened in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.

Please be observant of all Proposal instructions and specifications. Should any questions arise concerning this Proposal, contact the Purchasing Office at (540) 658-8614. Any questions relative to the technical aspects of this Proposal shall be submitted in writing to Mr. Scott Horan, Stafford County Public Schools, Facilities Services, 31 Stafford Avenue, Stafford, VA 22554, or may be transmitted by facsimile machine to (540) 658-5951.

Stafford County Public Schools reserves the right to accept or reject, in whole or part, any and all Proposals and to waive informalities.

Anita Perrow
Purchasing Manager



REQUEST FOR PROPOSALS
FOR PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES
FOR
STAFFORD COUNTY PUBLIC SCHOOLS

RFP NUMBER: Proposal #117134

RECEIVING DATE: 4:00 P.M., Thursday, January 17, 2013

RECEIVING PLACE: Stafford County Purchasing Office
Stafford County Administration Center
1300 Courthouse Road
P. O. Box 339
Stafford, Virginia 22555-0339

Requests for information regarding technical matters on this Proposal should be directed to:

Scott Horan
Stafford County Public Schools
Facilities Services
31 Stafford Avenue
Stafford, Virginia 22554-7246
Telephone: (540) 658-6540
Fax: (540) 658-5951

Requests for information regarding contractual matters should be directed to:

Stafford County Purchasing Office
Stafford County Administration Office
1300 Courthouse Road
P.O. Box 339
Stafford, Virginia 22555-0339
Telephone: (540) 658-8614

GENERAL INSTRUCTIONS

1. Mail or deliver Proposals to the Stafford County Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, PO Box 339, Stafford, Virginia 22555-0339.
2. All Proposals shall be signed in ink by authorized principals of the firm and must be received in sealed envelopes with the statement, **“Proposal Enclosed” and the Proposal number typed or written in the lower left-hand corner.**
3. **One (1) original, clearly marked,** and four (4) copies of the Proposal must be received in the Purchasing Office before the opening time stated in the Request for Proposal.
4. Proposals must be received on or before **4:00 P.M., Thursday, January 17, 2013,** in the Purchasing Office, and no late Proposals will be accepted. **The vendor is solely responsible for ensuring delivery to the designated location prior to the specified time.**
5. Stafford County Public Schools reserves the right to accept or reject, in whole or part, any and all Proposals received and to waive informalities.
6. Proposals shall be binding for one hundred twenty (120) days following the Proposal opening date.
7. Proprietary information will not be disclosed during the selection process.
8. Each Offeror is required to state in the Proposal, their name and place of residence and the names of all persons interested with him; in the case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the Offeror.
9. Pursuant to §2.2-4330 of the Code of Virginia, as amended, the contracting authority has elected to use the procedure for Proposal withdrawal numbered (I), which reads as follows:

The Offeror shall give notice in writing of his claim of right to withdraw his proposal within two (2) business days after the conclusion of the Proposal opening procedure.
10. No interpretation of the meaning of the Contract Documents will be made to any Offeror orally. Every request for such interpretation must be in writing. To be given consideration, such requests must be received at least seven (7) days prior to the date fixed for receiving Proposals to be considered. Any and all interpretations and/or any supplemental instruction will be in the form of written Addenda, which if issued, not later than five (5) days prior to the date fixed for receiving of the Proposals and will be posted on the Stafford County

Purchasing website <http://staffordcountyva.gov/index.aspx?NID=154>. Failure of any Offeror to receive any such Addenda or interpretation shall not relieve said Offeror from obligation under the Proposal as submitted. All Addenda so issued shall become part of the Contract Documents.

11. The Contractor shall maintain insurance to protect Stafford County Public Schools from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this contract, whether such operations by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law:

The insurance requirements are as follows:

The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County Public Schools against any and all liability for injuries and damages to Contractor himself and to Contractor's employees, Agents, Subcontractors and guest, third parties or otherwise, incident to or resulting from any all operations performed by contractor under the terms of this Contract.

In addition to any other forms of insurance for bonds required under Contracts and Specifications pertaining to this project, Stafford County Public Schools shall require any vendor to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverages. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the Subcontractor to cover their operation.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements are as follows:

1. Workers' Compensation.
2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$2,000,000 combined single limits.
3. Comprehensive General Liability:

Bodily injury liability insurance shall have limits of \$2,000,000 per occurrence.

Property damage liability insurance shall have limits of \$2,000,000 per occurrence.

4. Errors and Omissions:

\$1,000,000 per occurrence and in the aggregate.

Stafford County Public Schools, its officers and employees shall be named as an “additional insured” on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage “is primary to all other coverage the School Division may possess.”

12. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia §2.2-4311 or against any Offeror because of race, religion, sex, national origin, age, disability, or any other basis prohibited under state law relating to discrimination in employment.

13. Hold Harmless Clause

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless Stafford County Public Schools, its’ officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney’s fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding Contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

14. Safety

All Contractors and Subcontractors performing services for the Stafford County Public Schools are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

15. Notice of Required Disability Legislation Compliance

Stafford County Public Schools is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Stafford County Public Schools, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the

American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

16. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by Stafford County Public Schools. A copy of these provisions may be obtained from the Stafford County Public Schools Purchasing Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

17. Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees as follows:

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

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.

18. Drug-free Workplace

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or 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 purpose 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 a controlled substance or marijuana during the performance of the Contract.

19. Exemption from Taxes

Stafford County Public Schools is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the School Division's tax exempt status will be furnished by Stafford County Public Schools on request.

20. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the Superintendent of Stafford County Public Schools or his designee.

21. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of Stafford County Public Schools.

22. Debarment

By submitting a Proposal, the Offeror is certifying that he is not currently debarred by the County or the School Division. The School Division's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia.

23. Each Offeror shall certify, upon signing the Proposal, that to the best of his knowledge no Stafford County Public School official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

24. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

25. W-9 Form

Each Bidder or Offeror will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your Firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

26. Immigration Reform and Control Act of 1986

By accepting a Contract award, vendor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

PART 1 - INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Preparation and Submittal of Proposals

- a. All Proposals shall be signed in ink by authorized personnel of the firm.
- b. All attachments to the Proposals requiring execution by the firm are to be returned with the Proposals.

2. Withdrawal of Proposals

- a. The Offeror may withdraw his Proposal from consideration if the service proposed was substantially different than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error, or an unintentional omission of a quantity of work, labor, or materials made directly in the compilation of the Proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the Proposal sought to be withdrawn.
- b. The following is the procedure for withdrawal of Proposals:
 - (1) The Offeror must give notice in writing of his claim of the right to withdraw his Proposal within two (2) business days after the conclusion of the Proposal opening procedure.
 - (2) No Proposal may be withdrawn under this section when the result would be the awarding of the Contract on another Proposal of the same Offeror.
 - (3) No Offeror who is permitted to withdraw a Proposal shall for compensation, supply any material or labor to or perform any Subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted, without the approval of Stafford County Public Schools. The person or firm to whom the Contract was awarded and the withdrawing Offeror are jointly liable to Stafford County Public Schools in an amount equal to any compensation paid to, or for the benefit of, the withdrawing Offeror without such approval.

3. Miscellaneous Requirements

- a. Stafford County Public Schools will not be responsible for any expenses incurred by a firm in preparing and submitting a Proposal. All Proposals shall provide a

straightforward concise delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- b. Contractors who submit a Proposal in response to this RFP may be required to make an oral presentation of their Proposal. The Project Manager will schedule the time and location for this presentation.
- c. The contents of the Proposal submitted by the successful Offeror and this RFP will become a part of any Contract awarded as a result of these specifications. The successful Contractor will be expected to sign a Contract with Stafford County Public Schools. Additional terms and provisions will be included in the Contract.
- d. Stafford County Public Schools reserves the right to reject any and all Proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of Stafford County Public Schools. A firm whose Proposals is not accepted will be notified in writing.
- e. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by Stafford County Public Schools.

4. Form of Proposals

Interested firms are cautioned to provide in their Proposal as much detail as possible pertaining to their firm's capabilities, experience and approach to the tasks outlined in this Proposal.

5. Clarification of Proposals

Stafford County Public Schools reserves the right to contact Offerors individually for the purpose of clarifying Proposals.

6. Vendor Incurred Costs

Stafford County Public Schools is not liable for any cost incurred by Offerors prior to issuance of an Agreement, Contract or Purchase Order.

7. Right to Cancellation

Award to the selected Vendor will be made under a Contract arrangement cancelable after the first year or at the end of a fiscal year in the event that continuing funds are not appropriated.

8. Vendor Declaration

The Vendor must state that its Proposal was made without connection with any other person, company or parties making a similar Proposal and that it is in all respects fair and in good faith without collusion or fraud.

9. Terminology

Terminology used in this request for Proposal might imply or denote a particular Vendor. The terminology used and the organization of the RFP is not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the Vendor in these situations.

10. Licensing Agreement

Any licensing agreement required by the Vendor must be fully described.

11. Proposal Property of Stafford County Public Schools

All Proposals submitted in response to this RFP become the property of Stafford County Public Schools. Supporting information will be returned at the request of the Vendor.

12. Confidentiality

All Proposals will be available for inspection by interested parties following the final selection date. If an Offeror wishes that any parts of his Proposal remain confidential, he should state so clearly.

13. Addenda

Any Addenda to these documents shall be issued in writing; no oral statement, explanations or commitments by whomsoever shall be of any effect unless incorporated in the Addenda.

14. Contracting

Upon award of the Contract, the RFP and the successful Offeror's Proposal will become part of the Contract. Stafford County Public Schools intends to enter into a Contract which best serves the interests of the School Division and will require the Offeror to enter into a Stafford County Public Schools' "STANDARD CONTRACT FOR SERVICES".

PART 2 - SPECIAL CONTRACT TERMS AND CONDITIONS

1. The extent and character of the work to be accomplished by the firm shall be subject to the general control and approval of the Superintendent of Stafford County Public Schools or his authorized representative. The firm shall not comply with requests and/or orders issued by other than the Superintendent's representatives acting within their authority for the School Division.

2. The selected firm(s) shall execute a Standard Contract for Services – Stafford County Public Schools, and the AIA document B141.

3. Subcontractors

The firm shall identify all proposed Subcontractors who will be furnishing services under the terms of his Proposal. Subcontractors shall conform, in all respects, to the applicable provisions specified for the prime Contractor and shall further be subject to approval by Stafford County Public Schools.

4. Termination

Subject to the provisions below, the Contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval by Stafford County Public Schools until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this Contract is terminated or canceled upon request and for convenience of the School Division without the required thirty (30) days advance written notice, then the School Division shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the Stafford County Public Schools for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

5. User List

Vendors are required to furnish the issuing office with a list of all locations in local governments in Virginia and nearby states that are using the same service and the name, address, and telephone number of a contact person.

6. Assignment

The Contractor will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement or its rights, title, or interests therein, or its power to execute such agreement to any other person, company or corporation with the previous consent and approval in writing by Stafford County Public Schools.

7. Exceptions

Any and all exceptions to the specifications included in this RFP must be fully detailed and explained on a separate schedule outlined "Exceptions to RFP". Should the Vendor not indicate and explain all exceptions, his Proposal may be rejected.

8. Proposal Selection

Contract(s) will be awarded by Stafford County Public Schools to the most responsive and responsible Offeror whose Proposal conforms to this Request and is most advantageous to Stafford County Public Schools.

**PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES
FOR
STAFFORD COUNTY PUBLIC SCHOOLS**

PROPOSAL #117134

I. INTRODUCTION

Stafford County, while grounded by rural traditions, is rapidly becoming an urban community and currently ranks as one of the fastest growing counties in the State and the nation. The County encompasses one hundred seventy three thousand (173,000) acres of which thirty thousand five hundred (30,500) are utilized by the federal government for the Quantico Marine Corps Reservation. The estimated population of Stafford County is one hundred thirty two thousand (132,000).

At present, Stafford County Public Schools has seventeen (17) elementary schools (grades K-5), eight (8) middle schools (grades 6-8), and five (5) high schools (grades 9-12). The school membership is approximately twenty seven thousand and one hundred (27,100).

II. ARCHITECTURAL SERVICES

DESCRIPTION OF PROJECT

The Stafford County Public Schools (“Stafford County School Board” or “School Board” or “SCPS” or “Owner”, requests Proposals for Architectural Engineering Services. The Board wishes to enter into a Contract(s) for these services with an Architectural firm(s) on an **on-call, as-needed basis**.

III. SCOPE OF SERVICES

Services provided under this Contract shall include but not be limited to reports, preliminary investigations, preliminary cost estimates, and facility/site inspections, facility assessments, facility utilizations, repair, maintenance, renovations, and new construction. Minor design calculations and work will be included and small project Proposal(s) will be included.

Architectural Engineering services will consist of facilities requirements, assessments and facilities utilization studies; feasibility studies for repair, maintenance and renovation and alteration projects; and design, contract document preparation, project bidding or negotiation assistance, construction contract administration, and additional services needed for new construction or renovation/alteration, maintenance and repair projects as requested and directed by the Owner. Services shall also include studies and audits for architectural compliance with federal, state, and local regulations.

IV. TYPE OF CONTRACT TO BE NEGOTIATED

The School Division shall engage in individual discussions with one (1) 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. 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 Owner may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, 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 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 Owner shall select, in the order of preference, one (1) or more Offerors whose professional 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 Owner can be negotiated at a price considered fair and reasonable, the award shall be made to that 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. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the Owner may award Contracts to more than one (1) Offeror.

Should the Owner determine in writing and in its sole discretion that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more highly qualified and suitable than the others under consideration, a Contract may be negotiated and awarded to that Offeror.

The Contract shall be for an initial one (1) year period, with the option to renew for four (4) additional one (1) year periods, for a total of five (5) years, if agreeable to both parties.

It should be noted that multi-year Contracts may be continued each fiscal year only after funding appropriations have been approved by the Stafford County School. In the event that the necessary funding is not approved, then the affected multi-year Contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

Term Contracts shall be issued to determined fully qualified and best suited firms, with no set number of firms to be awarded contracts. No Contractor, may at any time, have in effect more than one (1) Term Contract, per Proposal, with Stafford County Public Schools. It is understood that the Stafford County Public Schools does not guarantee or imply that any services from the Contractor will be requested during the performance of this contract.

Professional services shall be procured by competitive negotiation for any construction, alteration, repair, renovation, or demolition of buildings or structures when the contract is not expected to cost more than \$1 million and on a fixed price design-build basis or construction management basis under §2.2-4308 when the contract is not expected to cost more than \$1 million.

V. PROPOSAL CONTENT

Offerors are to make written Proposals that present the Offerors qualifications and understanding of the work to be performed.

- *Do not include cost information in your proposal. This information will be requested from the short listed firms only.*
- *Do not use Federal Government forms such as Standard Form 330; Architect – Engineer Qualifications in your Proposal response.*
- **Note:** *Elaborate and costly presentations are neither required nor expected. Stafford County Public Schools will not reimburse a company for the cost of submitting a Proposal. Each response should not exceed seventy-five (75 numbered) pages (double-sided, not including the Table of Contents, dividers, and any exhibits or appendices.*

VI. EVALUATION OF PROPOSALS: SELECTION FACTORS

- A. The Evaluation Committee will screen each Proposal and selection will be made on the basis of the following criteria:
1. Scope of Services to be provided, as depicted in Proposal.
(25 Points)
 2. References/general and specific experience of the firm (i.e., satisfaction of former clients) along with names, addresses, contact persons and phone numbers of parties for whom comparable work has been performed.
(25 Points)
 3. Qualifications and experience of the Project Team, including consultants to perform work.
(20 Points)
 4. Understanding of problems and task, as depicted in Proposal.
(5 Points)
 5. Clarity of Proposal Presentation
(10 Points)
 6. Evaluation Committee's Personal judgment of Proposal's merit to complete the overall project(s) needs, on time, and within budget.
(15 Points)
- C. Proprietary information received will not be disclosed to others during the selection process.

D. Proposal Contents:

1. The firm(s) selected will be responsible for studies, reports, preliminary investigations, cost estimates, inspections, and project design drawings and specifications for selected projects.
2. Please be brief in your responses. The inclusion of extraneous information not pertinent to the basic purpose of the response is discouraged.
3. Applicants will be judged by the following criteria:
 - Experience in working with school divisions on all types of engineering and engineering projects.
 - Experience with projects similar for which application is made and including reference.

4. Qualifications:

Office - State brief history of the firm, location, years in practice, etc. Provide credentials and experience of project engineers or consultants, who could be expected to work on projects for Stafford County Public Schools.

General Experience - Give brief account of overall experience of the engineering firm including major works, etc.

Specific Experience - Give examples of school projects completed, especially during the past five (5) years. Provide a brief description of projects completed and list any special features. Provide cost data for the project.

Performance and Responsibility - Give information covering the following:

- a. Liability Insurance – limits and deductible
- b. Ability to work within budget, and tight time constraints

References - Provide names, addresses, contact persons, and phone numbers of parties for whom comparable work has been performed.

VII. SUBMISSION OF PROPOSALS

Before submitting a Proposal, read the entire solicitation, including the Contract Terms and Conditions. Failure to read any part shall not relieve the successful Offeror of its contractual obligations. Technical price proposals must be submitted in a sealed envelope. Include other information as requested or required. The Proposal envelope must be completely and properly

identified. The face of the envelope shall indicate the RFP number, time and date of acceptance, and the title of the RFP. Proposals must be received by the Stafford County, Stafford County Purchasing Office, Stafford County Administration Center, PO Box 339, Stafford, VA 22555-0339, or hand delivered to 1300 Courthouse Road, Stafford 22554. Faxed and e-mailed proposals will not be accepted.

**PROFESSIONAL ARCHITECTURAL ENGINEERING
SERVICES FOR
STAFFORD COUNTY PUBLIC SCHOOLS**

RFP #117134

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FACSIMILE: _____

E-MAIL ADDRESS: _____

NAME & TITLE OF PERSON SUBMITTING PROPOSAL: _____

SIGNATURE: _____

SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Procurement Code and relevant Federal and State Laws, orders and regulations, required of Stafford County Public Schools to ensure that its procurement practices are non-discriminatory and promote quality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. **Small Business:**

For the purposes of this document a small business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred fifty (250) employees;
- (b) gross annual income does not exceed ten (10) million dollars;
- (c) is independently owned and operated (not subsidiary of another firm).

2. **Minority Business:**

A business entity which is operated and controlled by a minority.

- (a) The terms “operated and controlled” shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earnings of 51 percent or more of such an enterprise.
- (b) A minority person shall mean Black; Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Natives; and women, regardless of races or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm:	YES _____	NO _____
Small Business Firm:	YES _____	NO _____

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

TELEPHONE NUMBER (OFFICE): _____

(c) All services provided by or through Contractor pursuant to this Contract or any task order issued hereunder shall be performed with the professional skill and care ordinarily provided by architects, engineers, and consultants practicing in the same or similar locality under the same or similar circumstances.

(d) No substitutions by Contractor of key personnel it has proposed will be permitted without written approval by the Superintendent, SCPS, or his designee.

(e) The extent and character of services furnished by Contractor are subject to the general control of SCPS's Superintendent or his designated representative.

(f) Contractor shall ensure all services provided pursuant to this Contract are consistent with all applicable law, including without limitation, professional registration and licensing requirements.

2. **Time**

Time shall be of the essence as to Contractor's performance under this Contract, except where it is herein specifically provided to the contrary. Contractor shall promptly provide all services on an on-call, as needed basis. This Contract is a one-year professional architectural/engineering consulting services contract, with four (4) option years.

3. **SCPS Obligations**

In return for the services identified above, SCPS shall pay the Contractor per approved task orders issued pursuant to this Contract based on approved annual hourly rates in the schedule of fees attached hereto, but subject to maximum "not-to-exceed" ("NTE") amounts specified in the task orders. Payment by SCPS to Contractor will be made within 45 days after receipt of a properly substantiated invoice.

4. **Termination for Convenience of SCPS/Failure to Issue Task Orders No Termination**

(a) The parties agree that SCPS may terminate this Contract, any work hereunder, any task order issued hereunder, or any portion of any task order issued hereunder, from time to time, either in whole or in part, whenever SCPS determines that such termination is in the best interest of SCPS.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Superintendent of SCPS or his designee, mailed, faxed, e-mailed, or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims that may arise out of such termination, with the ratification of SCPS's Superintendent or his designee; and

(v) use its best efforts to mitigate any damages that may be sustained by Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of its termination, unless one or more extensions of three months each are granted by the Superintendent.

(e) SCPS's Superintendent, or his designee, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original price of task orders issued, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Superintendent shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 4 (c) (iv), above;

(C) a sum as profit on (A) determined by the Superintendent to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the price of task orders issued, as reduced by the amount of payments otherwise made, and as further reduced by the price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments determined to be due under this clause, the Contractor may appeal any claim to the Stafford County School Board in accordance with Paragraph 13 of this Contract concerning Disputes.

(h) Contractor shall include similar termination-for-convenience provisions in any subcontract and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages that may be suffered by a termination for convenience. Failure to include such provisions shall bar the Contractor from any recovery from SCPS whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

(i) SCPS is not obligated to issue task orders under this Contract for any minimum amount of services, and SCPS's failure to issue task orders, or to issue task orders for any minimum amount, shall not be deemed to be a termination for convenience of this Contract or a breach by SCPS of this Contract.

5. **Termination for Default/Breach**

Either party may terminate this Contract or any task order issued hereunder for the breach or default by the other party or its agents or employees with respect to any term or condition contained herein or in a task order by (a) providing written notice and a period of fourteen days to cure the default or breach; and (b) if the default or breach remains uncured for fourteen days after written notice, by issuing a second written notice terminating the Contract or task order. Notwithstanding the foregoing, Contractor's right to terminate this Contract for default or breach is limited to circumstances when the breach or default would be deemed a material breach of this Contract. If SCPS terminates this Contract or any task order for default or breach and it is later determined that the termination was erroneous, then the termination shall be

deemed to have been for convenience pursuant to paragraph 4 of this Contract, and Contractor's damages recoverable from SCPS shall be limited to those amounts recoverable from SCPS under paragraph 4 for a termination for convenience.

6. Examination of Records

(a) The Contractor agrees that SCPS, or any authorized representative of SCPS, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that SCPS or any authorized representative of SCPS shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

7. Termination for Non-Appropriation of Funds

If funds are not appropriated for the purposes of this Contract for any succeeding fiscal year subsequent to the one in which this Contract is entered into, then this Contract shall

automatically terminate as of the date appropriated funds are no longer available, and SCPS shall be liable only for payments for which funds have been appropriated through the date of termination. Upon request by Contractor, SCPS shall promptly advise Contractor as to whether funds have been appropriated.

8. Insurance

(a) The Contractor shall maintain insurance in the amounts, types, and forms set forth herein to insure against the risks identified herein:

- (i) Workers' Compensation, as required by law.
- (ii) Comprehensive Automobile Liability: Contractor shall carry and maintain comprehensive automobile liability insurance covering owned, non-owned, and hired vehicles used in connection with the services provided under this Contract. Such insurance shall have limits of not less than \$1,000,000.00 combined single limits per occurrence for bodily injury and for property damage.

- (iii) Commercial General Liability:

Contractor shall carry and maintain commercial general liability insurance written on an "occurrence basis and not on a "claims made" basis, protecting against all liability with respect to services provided under this Contract and the operations related thereto for bodily injury, death, personal injury and property damage in an amount of not less than \$1,000,000.00 per occurrence, designating Contractor as "Named Insured" and Owner and its officials and employees as "Additional Insured".

- (iv) Professional liability.

Contractor shall carry and maintain professional liability insurance in an amount not less than One Million Dollars (\$1,000,000), and with a deductible of no greater than \$100,000, for a period beginning with the execution of this Contract and continuing until at least three (3) years following the final completion of the work to be performed in connection with the Contract. Contractor shall cause its subcontractors and consultants engaged for the performance of any professional design services in connection with this Contract to carry and maintain professional liability insurance

in like amount and for the same period, unless excused by SCPS from doing so in writing.

(b) All of the insurance policies required by this paragraph 8 shall be procured from companies that are licensed or authorized to do business in the Commonwealth of Virginia and that have a rating in the latest edition of "Bests Key Rating Guide" of "A-:VII" or better.

(c) Contractor and its subcontractors and consultants shall procure policies for all insurance required by this paragraph 8 for periods of not less than one (1) year and shall procure renewals thereof from time to time at least thirty (30) days before the expiration thereof.

(d) Prior to commencing any work under this Contract, Contractor shall provide SCPS with certified true copies of the insurance policies with the coverages, provisions, clauses and endorsements required by this paragraph 8, and with the certifications and endorsements signed by an official who is an authorized representative of the insurance company concerned, along with adequate proof of such official's authority to act on behalf of the insurance company.

(e) All insurance that the Contractor is required to maintain shall have the following clause or endorsement: This insurance shall remain in force and not be cancelled, materially changed or allowed to lapse unless written notice of such cancellation, material change, or lapse has been given to Stafford County Public Schools and thirty days have elapsed after receipt by Stafford County Public Schools of such written notice.

9. Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of SCPS.

10. Ownership of Work Product/Deliverables

The intellectual property contained in any all and all work product by Contractor

or its subcontractors or consultants, including without limitation, studies, investigations, and design work, delivered by Contractor to SCPS, remains the property of Contractor or its subcontractor or consultant, but all such intellectual property rights are irrevocably licensed to SCPS for its use and the use of others providing services to SCPS for whatever purposes SCPS sees fit. The physical deliverables themselves become the property of SCPS upon delivery.

11. Indemnification/Hold Harmless

The Contractor shall indemnify and hold harmless (i) SCPS and any of its officers, agents, employees and representatives from any claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any claim for violation of intellectual property rights, including without limitation, copyright or patent rights, due to use of any of the services or work product provided by or through Contractor, (ii) SCPS and its successors and assigns from any damages, losses or liabilities to the extent caused by the Contractor's negligent performance of professional services under this Contract or that of its subcontractors or consultants or anyone for whom the Contractor is legally liable.

12. Exercise of Options

SCPS may extend the terms of this Contract for a total of two one-year option periods by giving Contractor written notice that SCPS is exercising its option right before expiration of the Contract's then current term.

13. Disputes

All claims by the Contractor arising from or relating to this Contract or any task order issued hereunder are governed by the terms and conditions of this Contract and by the Virginia Public Procurement Act. For purposes of this Contract, a "claim" by Contractor means a demand or assertion by the Contractor, seeking, as a matter of right, adjustment or

interpretation of Contract terms, payment of money, extension of time, or any other relief with respect to the terms of the Contract or any task order. Any claim by Contractor must be in writing, must state the specific relief sought, including any specific dollar amount sought, and must contain sufficient supporting information to reasonably allow its consideration by SCPS. Any claim by Contractor shall be decided in the first instance by the SCPS's Director of Facilities, who shall, within 90 days after receipt of the claim, produce his/her decision in writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless, within thirty (30) days from the date of such decision, the Contractor mails or otherwise furnishes the Director of Facilities with a written appeal addressed to the Superintendent of Stafford County Public Schools. The Superintendent shall decide any appeal within 30 days of its receipt. The decision by the Superintendent shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the Superintendent, Contractor makes an appeal to the Stafford County School Board. The School Board shall act on the appeal within 60 days. The decision of the School Board shall be final and binding unless set aside by a court of competent jurisdiction. Pending the final determination of a dispute, the Contractor shall proceed diligently with the performance of the Contract.

14. **Nondiscrimination**

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 or national origin, 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) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision.

Contractor shall include the provisions of the foregoing subparagraphs (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.

15. **Drug-Free Workplace**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or 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 purpose 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 a controlled substance or marijuana during the performance of the Contract.

16. Additional Terms and Conditions

The RFP, Contractor's Proposal, and the attached annual schedule of fees shall become a part of this Contract; provided however, that, to the extent of any conflict with this Contract, the terms and conditions of this Contract control.

17. Integration Clause

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

18. Faith-Based Clause

In accordance with the Code of Virginia Section 2.2-4343.1, this public body does not discriminate against faith-based organizations or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

19. Felons/Sex Offenders

Pursuant to Code of Virginia § 22.1-296.1.C., Contractor certifies that it, any of its employees, any of its subcontractors or consultants, and any of their employees who will have direct contact with any SCPS students have not been convicted of a felony or any offence involving sexual molestation or physical or sexual abuse or rape of a child. Contractor shall promptly report to the Owner any change that would make this certification no longer accurate.

20. Prompt Payment Requirements

(a) Within seven days after Contractor receives amounts paid for work subject to the Agreement performed by any “subcontractor”, as defined in Code of Virginia § 2.2-4347, Contractor shall take one of the two following actions:

(i) Pay the subcontractor for the proportionate share of the total payment received from Owner attributable to the work performed by the subcontractor; or

(ii) Notify Owner and the subcontractor in writing of Contractor’s intent to withhold all or part of the subcontractor’s payment and the reason for nonpayment

(b) Contractor shall provide its Federal employer identification number with each application to Owner for payment.

(c) Contractor shall pay interest to any “subcontractor” on all amounts owed by Contractor that remain unpaid after seven days following receipt by Contractor of payment from Owner for work performed by such subcontractor relating to the Agreement except as to amounts withheld as allowed by 20(a).

(d) Unless otherwise provided under the terms of the Agreement, interest shall accrue at the rate of 1% per month.

(e) Contractor shall include in 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.

(f) No obligation imposed by this section shall be construed to create any obligation of Owner. Under Code of Virginia §2.2-4354, no modification to the Agreement may be made for the purpose of providing reimbursement for the interest charge, and Contractor shall not invoice Owner for any such charge.

21. Limitation on Owner's Liability for Interest

Owner shall not be liable to pay any interest to Contractor under any circumstance except, in the case of amounts that Owner does not dispute to be due and payable to Contractor, interest shall accrue on such amounts beginning on the 60th day after payment is due and payable at a rate of 3% per annum.

22. Waiver of Consequential Damages

Contractor hereby waives any claim of consequential damages against SCPS.

This Contract entered into as of the day and year first written.

Scott Horan
Assistant Superintendent for Facilities
Stafford County Public Schools

Duly Authorized Representative, Title

Assistant Superintendent for
Financial Services
Stafford County Public Schools