



County of Prince George
FINANCE DEPARTMENT
P.O. BOX 68
6602 Courts Drive
PRINCE GEORGE, Virginia 23875
(804) 722-8710 Fax (804) 732-1966

Request for Proposal

RFP # 16-0331-1

**A/E Services For Programing And Design Of The
Build Out of the County Courthouse Basement**

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Questions concerning proposals should be in writing addressed to:

Leigh Primmer
Prince George County
Procurement Officer
Finance Department

6602 Courts Drive
P.O. Box 68
Prince George, VA 23875

(804) 722-8710 Fax (804) 732-1966
E-Mail: lprimmer@princegeorgeva.org

Date Issued: March 30, 2016
Mandatory Site Visit: April 13, 2016 @ 10:00am
Closing date and time: May 3, 2016 @ 2:00pm

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1.0 GENERAL INFORMATION

1.1 INTRODUCTION

The County of Prince George (County) Virginia hereby solicits interested and qualified Architectural and Engineering firms (Consultant/Contractor) to submit proposals and statements of qualifications for providing professional architectural/engineering services required for the build-out of the County's unfinished basement area of the Courthouse. The services will include any site improvements required to support the build-out. The services required by the County will include the programming and development of the design for the County's desired goals based on the concept that has been developed (attached). While the County is open to distinctive ideas and programmatic suggestions, the County has an aggressive budget as well as time constraints and desires to move forward within the elementary scope of design that will be presented to the consultant. The consultant's presence will be required for the duration of the project, from design through construction. The Services solicited by this request will include programming and design plus a full range of basic and specialty professional services for the project including architectural, MEP, structural, lighting, cost estimating, signage, fire/life safety, security, telecommunications, information technology, landscape design, interior design, and FFE (furniture, fittings and equipment). The selected offeror may act as the special inspector and will perform construction and contract administration and assist in systems testing, owner occupancy and project closeout.

1.2 ISSUING OFFICE

The issuing office of this RFP is the Prince George County General Services Department. Contact information for the issuing office is:

6602 Courts Drive
Prince George, VA 23875
Telephone: (804) 722-0706

1.3 REQUEST FOR PROPOSAL SCHEDULE

1.3.1 Clarifications; Addenda

Written or faxed requests for clarification and additional information must be received in the Procurement Office listed on the cover page no later than one week prior to the due date, to ensure adequate time to prepare responses and circulate any necessary addenda to all Offerors.

1.3.2 Proposal Closing Date

A mandatory site visit is set for April 13, 2016 at 10:00am. Site visit will begin in the Finance Conference Room – 3rd floor Administration Building located at 6602 Courts Drive, Prince George, VA 23875 – and will then proceed to the Courthouse .

Proposals shall be marked **“RFP #16-0331-1 – A/E Services for Design of the Build-Out of the County Courthouse Basement”** and must be received in the **Procurement Office** no later than **2:00 PM, Local Time Prevailing, on May 3, 2016**. There will be no public opening; see below for specific directions for proposal preparation and submission. Proposals submitted in response to this RFP are irrevocable for 120 days after the proposal due date; award of the contract is anticipated by August 2015.

1.4 GENERAL INFORMATION FOR OFFERORS

1.4.1 *Communications*

Contact with any Prince George County representative, other than the contact identified in 1.2 above and 3.1.9 below, concerning this RFP is prohibited. “County representative” shall include all elected and appointed officials, County employees, County volunteers, and members of the Evaluation Committee.

1.4.2 *Reservations*

The County reserves the right to cancel this RFP at any time after issuance, to reject, in whole or in part, any and all offers received, to waive minor technicalities in proposals, and to negotiate with responsible Offerors as necessary to serve its best interests.

1.4.3 *Addenda*

Any necessary additions or corrections to this RFP will be made by addenda, and issued to all Offerors of record. Addenda become part of the RFP, and must be acknowledged by each Offeror. Failure to acknowledge any addenda shall not relieve Offerors of compliance with the terms thereof. The County assumes no responsibility for oral instructions.

1.4.4 *Disclaimer*

All information in this RFP is based upon the best data available. The County, however, does not warrant the accuracy of this information, or the underlying data. Each Offeror bears the responsibility for making its own assessment of the information, and posing questions according to the procedures outlined above.

1.4.5 *Oral Presentations*

The County may request Offerors to make oral presentations of their qualifications, and to substantiate any portions of proposals submitted. The Procurement Office will schedule such presentations.

1.4.6 *Economy of Preparation*

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror’s ability to satisfy the requirements of this RFP.

1.4.7 Incurred Expenses

Offerors are responsible for proposal preparation and submissions costs, as well as travel costs incurred in connection with oral presentations or other pre-award discussions.

1.4.8 Acceptance of Terms and Conditions

By submitting a proposal in response to this RFP, the Offeror accepts the terms and conditions set forth herein.

1.4.9 Public Information Act Notice

Offerors shall identify any portions of their proposals deemed to contain confidential or proprietary information or trade secrets, and provide justification of why such material, upon request, should not be disclosed in accordance with the appropriate Federal, State and County regulations.

Proprietary Information: Section 2.2-4342, F, of the Code of Virginia states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary."

1.4.10 Evidence of Offeror Responsibility

The County may require Offerors to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. The County may make such investigations, as it deems necessary, to determine Offeror responsibility, to verify Offeror performance on similar projects, to determine reliability and suitability for intended use of services/products offered, and to verify the accuracy of information contained in Offeror's proposal.

1.4.11 Minority Bidders

The County of Prince George encourages all businesses, including minority and women-owned businesses to respond to all Invitations to Bid and Requests for Proposals, and if not already on the County's mailing list, to request application for inclusion on the list. Should you be interested, please contact the Purchasing Officer at (804) 722-8710 and request an application.

1.4.12 Faith-based Organizations

Prince George County, in accordance with Code of Virginia, Section 2.2-4343.1, does not discriminate against faith-based organizations.

1.4.13 Award Without Discussions

The County reserves the right to accept the best written proposal without further discussions, and may do so; thus, each Offeror should ensure that the initial proposal is both complete, and competitively prepared.

1.4.14 Offeror's Responsibilities; Consultants or Subcontractors

The County will enter into a contract with the selected Offeror only, and that Offeror shall be responsible for all products and services required by the RFP. Consultants or Subcontractors, if any, must be identified in the proposal, with a complete description of their role relative to the Offeror.

1.4.15 Conflicts of Interest

The Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the Offeror is recommended for award, and propose how such conflicts might be resolved.

1.4.16 Financial Disclosure

The Successful Offeror shall comply with the provisions of the Annotated Code of Virginia, State Finance and Procurement Article §13-221 which requires that every business that enters into contracts, leases or other agreements with the State of Virginia or its units or both, under which the business is to receive a total of \$100,000 or more shall, within 30 days of the time when the total value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State a list that contains the name and address of : (1) any resident agent of the business; (2) each officer of the business; and (3) if known, each person who has beneficial ownership of the business.

1.4.17 Political Contribution Disclosure

The Successful Offeror shall comply with the provisions of Article 33, §30-1 et seq. of the Annotated Code of Virginia, which requires that every bidder or contractor doing more than \$100,000 or more of business with the State, a county, incorporated municipality or other political subdivision is required to file periodic reports of political contributions in excess of \$500 to candidates for elective office in the State. Contact the Division of Candidacy and Campaign Finance, 410-974-3711, ext. 5 or 800-222-8683, ext. 5 for forms and further information.

1.4.18 Anti-Bribery Affidavit

State Finance and Procurement Article §16-202 of the Annotated Code of Virginia requires that each Offeror seeking a contract submit an affidavit stating whether the entity or any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State, have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government. The affidavit form that must be returned with each proposal is included with this RFP, and should be signed and submitted with the original proposal.

1.4.19 Non-collusion

By its signature on the proposal documents submitted, each Offeror attests that its agents, servants and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage

over others, nor has it colluded with anyone for and on behalf of the Offeror, or itself, to gain any favoritism in the award of this RFP.

1.4.20 Compliance with Laws

By submitting a response to this solicitation, Offeror represents that it is not in arrears in the payment of any obligation due and owing Prince George County or the State of Virginia, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of any contract arising from award of this RFP.

1.4.21 Immigration Reform and Control Act of 1986

By submitting their proposals, 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.

1.4.22 Governing Law

The laws of Prince George County and the State of Virginia and, where applicable, federal law and regulation, will govern the contract awarded pursuant to this RFP.

1.4.23 Ownership and Retention of Records

All reports, drawings, and other data prepared in connection with the work contemplated by this RFP shall become the property of Prince George County. Unless otherwise required by applicable statute of limitations, the Successful Offeror shall retain all records and documents related to any contract awarded pursuant to this RFP for three (3) years after final contract payment by the County, and shall make them available for inspection and audit by authorized representatives of the County at all reasonable times.

1.4.24 Definitions

County or Owner:	Prince George County, Virginia
Offeror:	A firm that responds to this RFP with a proposal
Successful Offeror:	The Offeror to whom a contract is awarded as a result of this RFP

2.0 SCOPE OF SERVICES

The County requires the programming and design development for the build-out of the unfinished basement area of the existing Courthouse facility, development and administration of Construction Bid Documents and Construction Contract Administration Services. The existing facility, built in the late 1980's, is a brick, two-story with unfinished basement, approximately 88,308 square feet, stand-alone structure located on the County's Government Complex. The focus of this RFP and project is the unfinished basement area of the facility and equates to approximately 9,500 square feet of space to be built-out. The Courthouse Facility is currently occupied by the Prince George County Court Services and the Sheriff's Department. The build-out of the basement area includes but not limited to the following: Juvenile and Domestic Court Room, additional holding cells for prisoners. The facility will remain occupied during the build-out with all work performed in a manner to not interfere with the services of the day-to-day operation of the Courthouse. Note: The County is in the initial phase of executing an Energy Performance Contract for the existing Courthouse Facility. The Architectural firm selected for the Build-out Project shall coordinate the design of the Electrical and HVAC systems with the Energy Performance Contractor.

At a minimum, the Consultant shall provide the services listed below:

1. Conceptual Design Phase

- Review, Compile & Evaluate Space Needs Analysis
- Block layout floor plan(s)
- Gross space tabulations
- Report analyzing the above, to include preliminary cost estimates. (including construction, ongoing operations and maintenance)

2. Design Development

- Develop Detailed Preliminary Design within Budget
- Identify and Design Major Building Systems
- Geotechnical/Sub-surface Testing of space
- Street improvements and parking design
- Meetings with County Staff and Board of Supervisors

3. Construction Documents

- Completed Construction Plans
- Design Specifications
- Special and General Conditions
- Bid Forms
- Construction Contract

4. Bid Phase

- Partner with County Staff to facilitate a pre-bid meeting
- Answer questions and issue Addenda as required
- Attend Bid Opening

- Review bids received and rank according evaluation criteria
- Advise Building Owner on Bid Awards

5. Construction

- Act as owner's representative
- Monitor construction process and progress
- Prepare change orders
- Inspect work for compliance with plans and specifications
- Process contractor's claim for payment
- Certify acceptance of contractor's work
- Partner with County Code Compliance for issuance of the certificate of completion

3.0 PROPOSAL SUBMISSION AND EVALUATION

3.1 PROPOSAL SUBMISSION REQUIREMENTS

3.1.1 *Proposal Submittal*

PROPOSAL: Each Offeror shall submit one (1) original and six (6) copies of the Response Proposal in written form with the RFP number, title and due date on the outside of each envelope/container, and the original clearly marked. The Offeror shall provide this information in the format specified in this RFP.

The Proposal shall be accompanied by supporting cost information/estimates (under separate cover and broken down by phase of project) of construction in sufficient detail to permit an evaluation by the County of adequate construction budget amounts. Each cost element shall be reflective of the cost and relative value of that particular element/phase of the work and based on projects similar in scope. This shall not include costs or value factors not directly related to an item/phase. Fees for all design services will be negotiated and agreed upon prior to contract award.

In addition:

1. The original proposal shall be accompanied by a brief transmittal letter, signed by an officer authorized to bind the firm to its proposal, and including the name and title of that individual.
2. Include with the original proposal the Signature Sheet, executed in ink as required; no additional copies of this form are required. Any Proposal submitted must include the Signature Sheet signed by an individual authorized to bind the Offeror. Any Proposal submitted without such signature may be deemed non-responsive.

3.1.2 *Response CDs*

Prince George County acknowledges the time and effort required to prepare a complete response. As an option, this RFP is available, upon request, on CD, using Microsoft Office. Each Offeror may enclose one (1) CD-ROM copy of the proposal in the sealed envelope with its original hardcopy proposal. Prepare all responses using Microsoft Office.

3.1.3 *No Oral or Facsimile Proposals*

The Procurement Office will not accept oral proposals, nor proposals received by telephone, fax machine, or other electronic media not specified in this RFP.

3.1.4 *Reasonable Accommodations*

If you are an individual with a disability and require a reasonable accommodation, please notify the Procurement Office at (804) 722-8710, three working days prior to need.

3.1.5 Changes to Proposals

All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror. In case of any discrepancy between the printed submittal and any CD-ROM, the original, wet-signature paper submittal shall control.

3.1.6 Time for Receipt of Proposals

Time is of the essence and any Proposal or addenda pertaining thereto received after the announced time and date for the submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the Offeror for ensuring that their proposals are stamped received by the Procurement Office personnel before the deadline indicated in Section 1.3.2. Proposals and/or any addenda pertaining thereto received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.

In the event that the County is closed due to inclement weather and/or emergency situations prior to or at the time set aside for receipt of proposals, the published due date will default to the next open business day at the same time.

3.1.7 Offeror's Understanding of the Scope of Work and Due Diligence

By submitting a proposal in response to this RFP, the Offeror represents 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. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other document or to acquaint itself with conditions existing at the site shall in no way relieve that Offeror from any obligations with respect to its proposal, or to the Contract.

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 Prince George reserves the right to award in part or in whole or to reject any or all proposals.

3.1.8 Proposal Modification or Withdrawal

A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals, upon notice to the Procurement Office in writing.

Modified and withdrawn proposals, clearly marked and dated, may be resubmitted to the Procurement Office up to the time and date set for the receipt of proposals.

No proposal may be unilaterally modified or withdrawn after the time set for the receipt of proposals and for 120 days thereafter.

3.1.9 Further Information

For information or questions of a technical nature arising as a result of this request, Offerors should contact Bill Hamby (bhamby@princegeorgeva.org). All

other questions should be referred to the Procurement Officer, Leigh Primmer (lprimmer@princegeorgeva.org).

3.2 EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

1. Firm's experience with projects of similar nature (Courthouse/Public Safety), size and scope
2. Methodology for County Staff involvement
3. Methodology and deliverables for conceptual design phase, design development and construction documents
4. Qualifications of individual staff and subcontractors assigned to the project
5. Ability to adhere to time schedule of project
6. Experience building projects designed for future expansion

3.3 SELECTION PROCEDURE

The public body 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 alternate concepts. At the discussion stage, the public body 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 discussion, outlined in this paragraph above, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two 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 public body 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 public body 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, contract may be negotiated and awarded to that offeror.

3.4 REFERENCES

All Offerors shall include a list of a minimum of three (3) references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.

References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed offeror or Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

3.5 BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the County, shall be utilized in the final award.

3.6 NO CONTACT POLICY

After the date and time established for receipt of proposals by the County, any contact initiated by any offeror with any County representative, other than the County representative(s) listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

4.0 INFORMATION REQUIRED IN OFFEROR PROPOSALS

4.1 Point Of Contact

Each Offeror shall identify the name, title, address, facsimile and telephone numbers for the single point of contact for information concerning its response.

4.1.1 *Proposal Response Format*

To ensure prompt and objective evaluation of the proposals, Offerors shall address, in writing, each section of this RFP in the order in which it appears, using a font with bold and italics to clearly delineate responses to each subsection.

Include the date, section, and page number on each page. Submit the original and all copies of proposals, including all drawings, prints, etc., in three-ring binders or presentation booklets with each section divided with an appropriately labeled index tab.

4.1.2 *Response Outline*

SECTION 1 - INTRODUCTION

- A. Transmittal Letter. Submit a transmittal letter, prepared on letterhead and signed by an officer with sufficient corporate authority to bind the Offeror to contracts in the amount of the proposal, certifying the accuracy of all information in the proposal, and acknowledging all addenda, by number and date.
- B. Executive Summary. Submit an executive summary of the proposed services that highlights, in non-technical terms, the main features and benefits that distinguish the firm. Do not exceed five pages, or include any price information in this section.
- C. References. Provide a minimum of three (3) references of public or service sector or government users who have constructed projects similar in size, scope, and features to the proposed structure of this RFP. Include a description of each, date of completion, and the contact name, address, and telephone number for each reference.
- D. Consultants or Subcontractors. Submit a list of proposed consultants or subcontractors, indicating name, address, telephone, and experience/qualifications.

SECTION 2 - IMPLEMENTATION PLAN

Describe the Offeror's plan to satisfy all implementation requirements. Provide a description of the project management approach to be used, and staff to be assigned to the project.

The County prefers a project schedule in chart format depicting the start and stop dates for all tasks, with major project events and milestones from Contract execution to final project acceptance, including tasks, resources, task duration, task responsibilities, and milestones. Include an estimate of the project completion

date, based upon the tentative project commencement date of January 2016. At a minimum, the following tasks shall be addressed in the project schedule and implementation plan:

<u>TASK</u>	<u>Responsible Party</u>
Contract award	Prince George County
Preliminary design submittal	Successful Consultant
Design Completion	Successful Consultant
Bid Documents Completion/ITB	Successful Consultant
Award of GC Contract	Prince George County
Substantial Completion	Successful Contractor
Final Acceptance	Prince George County

4.1.3 Exceptions

Offeror is assumed to be compliant with all provisions contained in this document, unless exceptions are specifically and clearly listed in the response as indicated above. Each exception must be cited to the specific section or sub-section of the RFP, which the Offeror disagrees or does not comply.

5.0 CONTRACT TERMS AND CONDITIONS

5.1 GENERAL TERMS AND CONDITIONS

5.1.1 *Contract Documents*

The contract that will be utilized will be the current AIA Form B-141 as modified by the County; including all provisions of the RFP, all provisions of Offeror's response, and all additional contract terms of Section 5.0. A 'form' contract generated by the corporate headquarters, agent or attorney for the bidder will not be acceptable to the County.

5.1.2 *Award of Contract*

The Successful Offeror shall, within ten (10) calendar days after the prescribed documents are presented for signature, execute and deliver to the Procurement Office the contract forms and all other forms or bonds required by the RFP.

5.1.3 *Assignment*

The Contract awarded pursuant to this RFP is not assignable without the prior written consent of the County, which consent may be withheld at the sole discretion of the County.

5.1.4 *Employment Discrimination Prohibited*

The Offeror agrees in accordance with Section 2.2-4311 of the Code of Virginia: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

5.1.5 *Audit*

County personnel may perform in-progress and post-audits of Offerors' records as a result of a Contract awarded pursuant to this Request for Proposals. Offerors' files shall be available on demand and without notice during normal working hours.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Offeror pursuant to this contract.

Offeror shall require, if applicable, all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Offeror and payee. Failure to obtain such written contracts which include such

provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Offeror pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Offeror to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Offeror.

5.1.6 Insurance Requirements

The successful Offeror shall maintain insurance to protect itself and Prince George County 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 Requirements.

Insurance: The successful Offeror shall be required to indemnify and hold harmless the County Of Prince George and Prince George County Board of Supervisors. The successful Offeror shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner and the general public from any and all claims for injury and damage resulting by any actions on the part of the Offeror or his forces as enumerated above.

5.1.7 Accidents, Injuries, Damages

If it becomes necessary for the Successful Offeror, either as principal, or by agent or employee, to enter upon premises or property of the County in order to observe, construct, erect, inspect, make delivery or remove property hereunder, the Successful Offeror hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the County from the payment of all sums of money by reason of all, or any such accidents, injuries damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any County ordinance or regulation, or the laws or regulations of the State, or the United States, while the said work is in progress

5.1.8 Choice of Law and Venue

Any dispute under a resulting contract, that cannot be resolved between the County and the Offeror, must be resolved in the Circuit Court of Prince George, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.

5.1.9 Termination of Contract

- A. **Termination for Non-appropriation:** It is understood and agreed that the Contract shall be subject to annual appropriations by Prince George County. Should the County fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted or can be held in abeyance pending acquisition of appropriate funding. The effect of termination of the Contract hereunder will be to discharge both the successful Offeror and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The County shall notify the successful Offeror as soon as it has knowledge that funds may not be available for continuation of this Contract. The Offeror shall provide hourly rates for all proposed members of the Vendor team and all proposed subcontractors.
- B. **Termination for Default:** If the Successful Offeror fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the County may terminate the contract by written notice to the Offeror. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Offeror shall, at the County's option, become the County's property. The County shall pay fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Offeror's breach. Payment will be limited to the cost of deliverables and wages for hours expended prior to the termination. Overhead and profit will not be paid for hours expended for shutdown of the contract. Offerors shall provide hourly rates for all proposed implementation team members as part of the proposal. If the damages are more than the compensation payable to the Offeror, the Offeror will remain liable after termination and the County can affirmatively collect damages.
- C. **Termination for Convenience:** The performance of work under this contract may be terminated by the County, in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this contract that the Offeror has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Offeror shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

5.1.10 Taxes

The Offeror shall pay all county, city, state and federal taxes or fees required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes are the obligation of the Offeror and not of the County, and the County shall be held harmless for same by the Offeror.

Prince George County is exempt from the payment of federal excise taxes and Virginia Retail Sales Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

5.1.11 Delays and Extensions of Time

The Offeror agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in the Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

5.1.12 Patents

The Successful Offeror shall hold and save Prince George County, its officers, agents, volunteers and employees, free and harmless from any liability of any nature or kind, for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, software or appliance furnished or used in the performance of this Contract.

5.2 SPECIFIC CONDITIONS

5.2.1 Project Administration

The Successful Offeror shall specify, by name and position, all key individuals assigned to administer the project, including the scope of responsibility and authority and percentage of time each individual will spend on the project. Management personnel who will make financial decisions and resource commitments related to the project shall also be identified.

5.2.2 Project Manager

Each Offeror shall identify a Project Manager who will be the sole source of contact between the County's Project Manager and the Successful Offeror. The Successful Offeror's Project Manager shall bear full responsibility for supervising and coordinating the project described in this RFP.

The Project Manager shall be an employee of the Offeror at the time of submission of the proposal. Replacement of the Project Manager during the Contract term shall be subject to approval by the County. Team member changes shall also be subject to County approval; replacement team members shall have the same or better qualifications and certifications than personnel originally proposed.

The Project Manager must be experienced in managing projects of the size and scope contemplated by this RFP, with a proven record of performance on similar projects. Submit a minimum of three client references, with contact names and telephone numbers, for the proposed Project Manager, from among those similar projects.

5.2.3 Consultant and Subcontractor Qualifications

Proposed consultants and subcontractors are subject to approval by the County prior to the preparation of the Contract documents; therefore, Offerors shall submit with their proposals specific information on consultants or subcontractors to be

used including their qualifications and experience. Hourly rates and travel rates shall also be included.

5.3 SUPPLEMENTAL GENERAL CONDITIONS

5.3.1 *Performance and Payment Bonds*

IF REQUIRED by the County's Attorney, within ten (10) days after notice of award, the Successful Offeror shall execute and deliver to the County: performance and payment bonds, in the sum of the total amount (100%) of the Contract price, guaranteeing faithful performance of the Contract, and payment of consultants or subcontractors and materialmen. The bond shall be issued by a company that is licensed and authorized to do business in the Commonwealth of Virginia, and which is satisfactory to the County. The Successful Offeror agrees to pay all lawful claims of consultants, subcontractors, materialmen, laborers, persons, firms or corporations for services or labor performed or materials provided, supplied, used or consumed in the carrying forward, performing or completing of said work or services for the County, and the Successful Offeror assents that this undertaking shall be for the benefit of any subcontractor, material, men, laborer, person, firm or corporation having a just claim.

5.3.2 *Materials and Labor*

The Successful Offeror shall provide and pay for all materials and labor necessary for the execution and completion of work.

The assurance of the quality of workmanship for the work is the responsibility of the Successful Offeror. The Successful Offeror shall, if requested by the County, remove from the project any employee or subcontractor whom the County determines to be incompetent, under the influence of alcohol or controlled substances, or undesirable.

5.3.3 *Responsibility for Work*

The Successful Offeror assumes full responsibility for the acts and omissions of all his employees and all consultants, subcontractors, their agents and employees, and all other persons performing any of the work under the Contract.

5.3.4 *Drug Free Workplace*

In accordance with Section 2.2-4312 of the Code of Virginia, during the performance of the contract, the Offeror agrees to:

- A. Provide a drug-free workplace for the Offeror's employees;
- B. Post in conspicuous places available to employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- C. State in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace;

D. Include the provisions of the foregoing clauses in every subcontractor purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vender;

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 an Offeror 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.

5.3.5 Failure to Perform, Remuneration of Inspectors or Consultants

If any wages, overtime, or consulting fees are required to be paid by the County to any inspector or inspectors employed by it, or any consultants under contract to the County as a result of the Offeror’s failure to perform, the County shall deduct from the Contract price and amounts owed to the Successful Offeror any such wages or fees paid or to be paid.

5.4 FINANCIAL CONDITIONS

5.4.1 Payment

Payments to the Successful Offeror shall be based on milestones and/or completion of critical path items identified in the Successful Offeror's project schedule, mutually agreed by the County and the Successful Offeror. Under no circumstances will milestone payments be paid prior to completion of the milestone. The County shall retain 10% of the project sum until final acceptance is achieved.

5.4.2 Invoices

The Successful Offeror shall keep accurate, documented records of time, material, and transportation allocable to the County’s contract and related records will be available for audit purposes during normal business hours, as often as deemed necessary.

The Successful Offeror shall submit to the Prince George County Project Manager, via first-class mail, invoices in triplicate covering work completed according to mutually agreed project milestones. Invoices are subject to approval by the County, and shall be accompanied by supporting documentation, including dated supplier invoices, shipping memoranda, and bills of lading. The County Project Manager or his designee, prior to approval of payment, will conduct an review or inventory of all services or items.

All invoices shall be signed by a duly authorized representative of the Successful Offeror, and include the Offeror’s F.E.I.N., and the following wording: “This invoice is certified to be accurate in all respects. All charges are authorized under the contract, have been delivered in a conforming manner, and have not been previously invoiced.”

5.5 SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #16-0208-1.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

State Finance and Procurement Article §16-202 of the Annotated Code of Virginia requires that each Offeror seeking a contract submit an affidavit stating whether the entity or any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State, have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Prince George, and there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Prince George, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Prince George.

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

Complete Legal Name of Firm: _____

Address: _____

Fed ID No.: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (____) _____ Fax No.: (____) _____

Date: _____