



# REQUEST FOR PROPOSALS

**General Architectural and Engineering Services to include  
Miscellaneous Civil and Architectural Engineering Services, Mechanical, Electrical, Structural and  
Professional Surveying Services both as Full Service Teams and as Individual Practice Area Experts**

**RFP No: 19-01  
Date: July 11, 2018  
County of Rappahannock  
County Administrator's Office  
3 Library Road – 2nd Floor  
Washington, VA 22747  
Phone: (540) 675-5330 Fax: (540) 675-5331**

Sealed proposals, subject to the terms and conditions contained herein, will be received at the County Administrator's Office, 2nd Floor, 3 Library Road, Washington, Virginia, 22747, through the due date and hour shown below (local prevailing time), for furnishing the following described materials, and/or services, for delivery and/or performance F.O.B. RAPPAHANNOCK COUNTY, VIRGINIA.

**Scope of Services:** To establish multi-term agreements to provide General Architectural and Engineering Services to include Miscellaneous Civil and Architectural Engineering Services, Mechanical, Electrical, Structural and Professional Surveying Services to Rappahannock County as more fully defined herein. The resulting agreements from this solicitation shall be non-exclusive and the services provided shall be on an on-call basis. The County is interested in contracting with both full service teams led by a single architectural or engineering lead and directly with individual practice area experts. The County reserves the right to make multiple awards from this solicitation and the use of the contracted firms shall be at the sole discretion of the County.

**Proposals Due: Friday, August 10, 2018 by Close of Business, 4:30 p.m.  
Contract Officer:**

  
**Garrey w. Curry, Jr., P.E., County Administrator and Purchasing Agent**

**ONE ORIGINAL AND THREE COPIES OF YOUR SUBMITTAL IS REQUESTED**

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the materials requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

Company Name \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

Business License No. \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### NOTICES:

Copies of the Proposal Documents may be obtained at the County Administrator's Office located above the Visitors Center, 3 Library Road, Washington, Virginia, at no charge. You may also download this RFP at [www.rappahannockcountyva.gov](http://www.rappahannockcountyva.gov) under the heading for "Notices and Documents". Inquiries regarding this solicitation are to be directed to Garrey W. Curry, Jr., P.E., at [gwcurry@rappahannockcountyva.gov](mailto:gwcurry@rappahannockcountyva.gov)

## SCOPE OF SERVICES

### **General Architectural and Engineering Services to include Miscellaneous Civil and Architectural Engineering Services, Mechanical, Electrical, Structural and Professional Surveying Services both as Full Service Teams and as Individual Practice Area Experts**

The County of Rappahannock seeks expressions of interest and qualifications from professional engineering and architectural service firms to establish annual contracts for General Architectural and Engineering Services to include such work disciplines as:

- Architectural Services with Engineering Support Team
- Miscellaneous Civil and Environmental Engineering
- Mechanical Engineering
- Electrical Engineering
- Structural Engineering
- Professional Surveying Services.

All services requested under the resulting Agreement(s) will be promulgated on an as needed basis. Such services, may include but are not limited to engineering feasibility studies, solid waste management engineering support, right-of-way research, land use and master planning, landscape design, structural analysis and design of buildings and public facilities, inspection of existing structures, analysis for repairing and protecting existing structures, or other related services required for the design and construction of various engineering projects. It is the intent of the County to award services for a period of one (1) year with an option to renew the contracts on an annual basis for up to four (4) additional years as deemed in the best interest of the County.

It is anticipated that the first task orders released from contracts resulting from this solicitation will be:

- Public Facilities Condition Assessment and Space Planning Study
- Solid Waste Management Engineering Support for Closed Landfill and Public Refuse Collection Centers

An annual service contract shall not guarantee the successful consultant of a specified dollar value of work or limit the County's right to seek proposals and award other General Architectural and Engineering Service contracts to consultants other than the selected firm for each annual services contract. The County reserves the right to make multiple awards from this solicitation and/or utilize other providers for General Architectural and Engineering Services.

Services requested from the provider will be based on project specific requirements and fees that are negotiated in accordance with a fee schedule to be submitted and approved by the County at the initiation of the contract. The fee schedule shall detail rates for the various engineering activities and disciplines which shall remain in effect for the initial term of contract. Fee schedules for optional contract terms may be adjusted per the price escalation/de-escalation clause included in this solicitation.

All work shall be performed under the responsible charge of a Professional Engineer or Architect specializing in architectural, mechanical, plumbing, electrical, structural, and general civil engineering and registered in the Commonwealth of Virginia. The County shall advise the Consultant of the need for services and shall furnish details of the project for which services are being solicited. The Consultant shall consult with the County on the specific architectural or engineering services desired and using sound engineering judgment make recommendations for a proposed scope of work. If the offerors proposal is shortlisted and selected for interviews by the County, the offeror shall, upon request, provide a non-binding estimate of their fee schedules for the various services.

### **SUBMITTAL REQUIREMENTS**

Offerors are to submit a comprehensive and concise package (**30 pages maximum**) that is bound in one volume that includes their detailed qualifications for all areas proposed. Offerors may submit qualifications for one or all professional services listed in the scope of services.

- Description of the firm and statement of qualifications. Supporting documentation relative to the firm's experience accomplishing work described in the scope of services.
- Names and qualifications of staff and personnel assigned to comparable projects with past clients.
- References from clients of other annual architectural and/or engineering contracts held by the offeror.
- Description of the firm's ability to respond to work requests in a timely manner.

- Description of how the firm could facilitate local, small, female and/or minority business participation in the services offered to the County.
- Three (3) copies of the firm’s proposal and One (1) original to be furnished.

**EVALUATION CRITERIA**

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and any mandatory terms and conditions set forth within the solicitation document. The objective of the evaluation will be to recommend the firm(s) who is the most responsive to the expressed needs of the County. Proposals will be evaluated with the following criteria:

- A. Experience, Qualifications and Capacity of the staff likely to be assigned by the offeror to perform the desired services included in the solicitation.
- B. Capability and Skills – qualifications and experience of the firm and the demonstrated competence to provide the required services.
- C. Location of the firm and the ability to respond to requests in a timely manner.
- D. Offeror’s current workload and the ability to assign resources to the project in a rapid manner in order to provide the services in an expedient manner.
- E. Acceptability of provided references for comparable projects.

**EVALUATION PROCESS**

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the “procurement of professional services” method of selection outlined in § 2.2-4302.2 A.4 and § 2.2-4303.1 of the Code of Virginia. Interviews will be conducted with two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors included in the Request for Proposals (RFP). Negotiations will then be conducted with the offerors ranked highest in meeting the expectations of the County. If a contract that is satisfactory and advantageous to the County can be negotiated at a pricing schedule considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the top ranked offerors shall be formally terminated and negotiations will be conducted with the next ranked firms and so on until such a contract(s) can be negotiated at a fair and reasonable pricing schedule. The County reserves the right to award to more than one offeror for the various engineering services. Should the County determine that only one offeror is fully qualified or that one offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that offeror.

**AWARD**

Award shall be made to the responsible offer whose proposal is determined in writing to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the County. The award shall be based on the evaluation of all information as the County may request. The County reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the County reserves the right to enter into a contract deemed to be in its best interest. Based on what is determined to be in the best interest for the County, award may be made to one offeror or more than one offeror.

**CONTRACT TERM**

This contract term for services under this contract shall be for one (1) year from the date of the contract award.

**OPTIONAL CONTRACT RENEWALS**

At the sole request of Rappahannock County, this contract may be extended upon mutual agreement of the parties for four (4) additional, one (1) year periods, upon the same terms and conditions set forth in the contract.

**PRICE ESCALATION/DE-ESCALATION**

The Consultant may request a fee adjustment not more frequently than once during a contract (renewal) period. Fee adjustments shall be based on the percentage change of the Producer Price Index (PPI) industry data, for *Architectural and Engineering Services, Commodity Code 453* as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics

are available. The percentage change shall be applied to the (then) current contract prices in effect for the County. The newly adjusted prices shall become effective upon a mutually acceptable date and shall affect product orders requested on or after that date. **Price adjustments will not be automatic.** The Consultant shall submit a written request (email, facsimile, etc...) to the County (ATTN: County Administrator). Producer Price Index information and detailed statistics including current percentage changes can be accessed at <http://www.bls.gov/ppi/>. Fuel and/or other surcharges shall not be allowed. *Based on economic factors and/or market conditions, the County reserves the right to negotiate reductions in the quoted fee schedule at any time during any contract period.*

#### **METHOD OF PAYMENT**

The Consultant will be paid on the basis of the invoice submitted to the ordering Rappahannock County Department or Agency after delivery and acceptance by the designated County representative. All payments will be made in accordance with the Code of Virginia's Prompt Payment provisions. *Code of Virginia § 2.2-4347 et. seq.*

#### **DEBRIEFING**

The County will keep all information regarding the identification of the persons or firms making offers or the contents of any offers as identified as proprietary or confidential. Excluding the properly identified confidential or proprietary information, such information will only be available after an award or decision to award has been made. After an award is decision has been made, or an intent to award decision has been publicly published, the procurement file will be made available for review in the County Administration Office. **This review of the procurement file shall constitute the debriefing process.** Meetings with staff to review the procurement file will not be conducted. Offerors desiring to review the procurement file may contact the County Administration Office to make an appointment to review the documentation.

#### **TRADE SECRETS / PROPRIETARY INFORMATION**

Trade Secrets or Proprietary information submitted by an 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 offeror must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public after an award decision is made. Please mark one:

- No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the page numbers and the reasons for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**

## TERMS AND CONDITIONS

1. Governing Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and ordinances of the County of Rappahannock, Virginia. Any litigation with respect thereto shall be brought in the courts of Rappahannock County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).
2. Contract Terms and Conditions: Where the General and Special Terms and Conditions refer to requirements of a offeror, those requirements shall be understood to also apply to contracts resulting from the offeror process, and as such to the Contractor/Consultant. The General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
3. Purchasing Agent: Rappahannock County Ordinance Chapter 43, Section 43-3 designates the County Administrator as the Purchasing Agent and vests all necessary power and authority to act on behalf of the County of Rappahannock with respect to purchases. Uses of the term “Purchasing Agent” and “County Administrator” are interchangeable as used herein.
4. Anti-Discrimination: By submitting their proposals, offerors certify they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (§ 2.2-4343.1E, *Code of Virginia*). In every contract over \$10,000 the provisions in “a” and “b” below apply:
  - a. During the performance of this contract, the Contractor agrees as follows:
    1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, 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.
    2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  - b. The Contractor will include the provisions of ”1” above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub contractor or vendor.
5. Ethics in Public Contracting: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub contractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
6. Immigration Reform And Control Act Of 1986: By submitting their proposal), offerors certify that they do not and shall not during the performance of this contract, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986, as amended* (§ 2.2-4311.1 *Code of Virginia*).
7. Debarment Status: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia or any government entity from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
8. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County of Rappahannock all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Rappahannock under said contract.
9. Clarification of Terms/Addenda: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer and posted on the public

posting board at County Administration. Addendums may also be on the county website as referenced on the cover page. It is the offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer. (§ 2.2-4316, *Code of Virginia*).

10. Payment: A. Payment terms shall be Net 45 days unless otherwise stated by the offeror on this solicitation. Alternative terms may be offered by the offeror for prompt payment of bills. B. Payment terms may be considered in determining the low offer for informal proposal programs. C. Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest. D. The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. E. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act. (1% per month) (§ 2.2-4352, *Code of Virginia*).
11. 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 on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, 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.
12. Availability of Funds: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement, ref § 15.2 Chapter 25 *Code of Virginia*. It is further understood and agreed between the parties to any agreement resulting from this proposal that the County shall not be obligated to purchase or pay for services covered by this agreement unless and until they are ordered, delivered, and performed for the County.
13. Identification of Proposal Envelope: The signed proposal should be returned in a special envelope or package, sealed and identified with the Offeror's Name, Solicitation Number and Due Date and Time.
14. Late Proposals: To be considered for selection, proposals must be received by County Administration by the designated date and hour. The official time used in the receipt of proposals is that time on the telephone system in the County Administration office. Proposals received in County Administration after the date and hour designated are automatically non-responsive and will not be considered or opened. The County Board is not responsible for delays in the delivery of mail by the U. S. Postal Service, private courier, or the Inter-Departmental County Mail System. It is the sole responsibility of the offeror to ensure that its proposal reaches County Administration by the designated date and hour. If the County is closed for business at the time scheduled for the receipt of proposals, the proposals will be accepted on the next business day of the County, at the originally scheduled hour.
15. Qualification of Offerors: The Purchasing Agent may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Purchasing Agent all such information and data for this purpose as may be requested. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Purchasing Agent further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Purchasing Agent that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
16. Additional Information: The County reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Purchasing Agent deems desirable. By submitting their offers, offerors certify they understand the terms and conditions, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of any of the terms and conditions may be a breach of contract and can result in default action being taken by the County.
16. Award Notices: Awards or Decision's to Award will be posted on the public posting board at the County Administrator's Office, ref. § 2.2-4360, *Code of Virginia*. It may also be posted on the county website.
17. Protest of Award or Decision to Award: Any Offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Agent no later than ten days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall

issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten days by instituting legal action as provided in § 2.2-4364 of the *Code of Virginia*.

18. Assignment of Contract: The resulting contract shall not be assignable in whole or in part without the County's written consent.
19. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Purchasing Agent, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
20. Taxes, Fees and Surcharges: Sales to Rappahannock County, Virginia are normally exempt from State sales tax. A State sales and use tax certificate of exemption (Form ST-12) will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. The County's Excise Tax Exemption Registration Number is **54-6001553**. Additionally, no additional fees or surcharges may be passed to the County. This includes, but is not limited to any type of fuel surcharge.
21. Cancellation of Contract: The Purchasing Agent reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
22. Contractual Disputes: In accordance with § 2.2-4363 of the *Code of Virginia*, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Rappahannock, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Agent. The Purchasing Agent shall render his/her decision within thirty (30) days. The Contractor may then appeal the Purchasing Agent's decision to the County Administrator, whom shall render a final decision within forty-five (45) days.
23. Indemnification: Contractor agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

#### **SPECIAL TERMS AND CONDITIONS**

1. Independent Contractor: The Contractor shall not be an employee of Rappahannock County, but shall be an independent Contractor. Nothing in this agreement shall be construed as authority for the Contractor to make commitments, which shall bind Rappahannock County or to otherwise act on behalf of Rappahannock County, except as Rappahannock County may expressly authorize in writing.
2. Supremacy Clause: Notwithstanding any provision in the offeror's response to the contrary, the offeror agrees that the terms and conditions contained in the County's Proposal shall prevail over contrary terms and/or conditions contained in the offeror's response.
3. Final Decision: The offeror agrees that the decisions of the Board of Supervisors and/or its designee (the Purchasing Agent) is final and shall hold the County, their directors, employees, consultants and those involved in this solicitation and selection, and the successful vendor(s) harmless. The submission of a proposal indicates adherence to these conditions.
4. Questions: Questions about the proposal are to be submitted in writing, referencing the proposal number, to the Purchasing Agent listed on the front cover page of the solicitation. Request for additional information or interpretations on instructions may also be addressed. County Administration urges interested vendors to communicate concerns during the response period to avoid misunderstandings. Questions received less than five (5) business days prior to the proposal due date may not be answered. Questions may be answered by written addenda. All addenda issued by County Administration shall become part of the specification and may be made part of the contract documents. Addenda will be distributed to all that are known to County Administration to have received a complete set of solicitation documents. Addenda will also be posted on the County Administration public bulletin board and may also be posted on the county website. No addenda will be issued later than three (3) days prior to the solicitation due date, except an addendum cancelling or postponing a solicitation may be issued at any time prior to the receipt of offers. It is the offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer and acknowledged them in their proposal response.
5. Silence of Specifications: The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.