

**County of Shenandoah
Request for Proposal
Architectural and Engineering Services
For a Shenandoah County Sheriff's Office (SCSO) Office Complex
And Other Potential Matters**

Request for Proposal Number 2015-01

Subject: Architectural and Engineering services for the design of an office complex for the Shenandoah County Sheriff's Office and other potential matters.

Issue Date: February 18, 2015

Closing Date: March 18, 2015

Proposal Submittal To:

**Mr. Evan L. Vass, Assistant County Administrator
600 N. Main Street, Suite 102
Woodstock, VA 22664**

Questions Regarding this RFP Submit to

**Mr. Evan L. Vass, Assistant County Administrator
600 N. Main Street, Suite 102
Woodstock, VA 22664
evass@shenandoahcountyva.us
(540) 459-6165**

To all proposed offerors:

- Written proposals for the supply of the service fully described in the enclosed specifications will be accepted until 2:00 pm, Wednesday, March 18, 2015.
- Proposals must be submitted with one (1) original and seven (7) copies prepared in conformance with the proposal content in Item IV "proposal content" of the RFP. Failure to meet any standard set forth in the RFP may result in rejection of the proposal(s).
- Any offeror shall be afforded the opportunity to inspect proposal records after evaluation and negotiation, unless the County elects not to accept any of the proposals and to reopen the subject RFP. Proposal records shall be open to the general public after award of the contract.
- The contract will be awarded after competitive negotiation.

I. Invitation

The County of Shenandoah, Virginia invites qualified firms to submit proposals to provide architectural and engineering services for the purpose of developing plans and related services for the construction of an office complex for the Shenandoah County Sheriff's Office.

One (1) original and seven (7) copies of the proposal should be forwarded to Mr. Evan L. Vass, Assistant County Administrator, 600 N. Main Street, Suite 102, Woodstock, VA 22664, no later than 2:00 pm on Wednesday, March 18, 2015. Proposals should be clearly marked "Shenandoah County Sheriff's Office Complex."

The selection criteria utilized in this proposal are set forth in section V.

For purposes of this RFP, Shenandoah County shall be referred to as "County"; persons, firms, corporations responding to this request are "offerors" and the Shenandoah County Sheriff's Office will be referred to as "SCSO"

II. General Information

Shenandoah County is seeking professional architectural and engineering services for the development of plans, renderings, concepts and specifications for the possible future construction of an office complex serving the Shenandoah County Sheriff's Office.

The SCSO is a full service law enforcement agency providing patrol, investigations, tactical response, administration, court security services and support as well as other related law enforcement activities to a county of approximately 512 square miles with an estimated population of 42,000. SCSO employees approximately 75 sworn and civilian support staff.

In addition to law enforcement provided through SCSO there are five (5) incorporated towns also providing law enforcement to their respective municipalities. Effective July 1, 2014 jail services are provided by a regional jail facility located in Warren County housing inmates from the counties of Rappahannock, Warren and Shenandoah.

Day-to-day SCSO personnel and equipment are currently housed in at least two separate buildings located within the Town of Woodstock, the County seat of Shenandoah County. Additional SCSO equipment is housed at satellite facilities.

III. Scope of Services

The following is a general scope of services envisioned for this project. It is not exhaustive or all inclusive of objectives associated with this RFP. The selected offeror, County and SCSO will work cooperatively to develop project details in the contract with the selected offeror.

- Work with administrative staff of the SCSO to identify and summarize current and future facility space and building needs for the SCSO.

- Following the designation of a building site provide renderings and cost estimates for various options related to the office complex project.
- Following the selection of a building concept develop detailed construction cost estimates, final design, engineering, architectural and associated documents for the SCSO office complex construction.*
- Offeror will provide assistance in the bidding and award. The County may engage the selected offeror to provide construction administration and related services during and through construction.
- Other services may include, but are not limited to:
 - The completion of a space needs study and renovation plans for the offices of Circuit Court Clerk.
 - The development of plans and specifications (with input from various stakeholders) concerning the former Shenandoah County Jail building and grounds.
 - An analysis of possible alternatives to the County's participation in the Rappahannock, Shenandoah, Warren (RSW) regional jail to include the possible construction of a new jail facility for the sole use by Shenandoah County.

*Note that at the time of the issuance of this RFP no final building site has been selected. The successful offeror will work with the County and SCSO on various options to assist in the final selection of a building site for the proposed complex.

IV Proposal Content

1. **Company profile:** This should include the Offeror's headquarters; location of that office that will manage the project for the County. Include pertinent email, phone and address as well as organization structure, years in business and number of full time employees.
2. **Subcontractors:** Provide the same information for any professional services that the offeror plans to outsource to another provider. Identify any proposed subcontractors and provide a company profile.
3. **Project Team:** Identify the individuals who the offeror proposes to assign to this project. Include resumes for team members. Identify the project leader associated with the assigned team.
4. **Experience:** Describe the offerors prior related experience and expertise in projects of similar scope and nature. Enclose relevant examples of similar projects within the last

five (5) years. Provide the names, addresses and relevant contact information for at least three (3) prior clients that can attest to the qualifications of the offeror.

5. **Project approach/methodology:** Provide a narrative fully identifying and describing the offeror's approach to complete the project as identified in the scope of services (section III).

V Evaluation Criteria

Proposals will be evaluated by a selection committee using the following criteria and weight on a 100 point scale:

- Offeror's experience in the performance of similar projects and designs for local units of government. Offeror should demonstrate substantial experience in the planning and design of law enforcement and public safety facilities. Maximum 25 points
- Offeror's adequacy of staffing and technical expertise to complete the project as outlined in section III. Maximum of 25 points
- Offeror's demonstrated comprehension of the RFP, SCSO and County, the scope of the proposed project and identified approach to completing the project(s). Maximum of 25 points.
- Offeror's references of previous projects evidencing the offeror's record and quality of work in similar projects. Maximum of 25 points.

VI Award of Contract

The selection process will be in accordance with the competitive negotiation provisions as set forth in section 2.2-4301 of the Code of Virginia. The County will engage in individual discussions with two or more offerors deemed qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the required services as outlined in section III. Formal or informal interviews may be conducted. At the discussion stage the offerors and the County may engage in nonbinding estimates of estimated costs to complete the project. At the conclusion of these discussion, on the basis of evaluation factors the County shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious and suitable to the County. Negotiations shall then be conducted beginning with the offeror ranked first. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

SHENANDOAH COUNTY, VIRGINIA

PROPOSAL INFORMATION AND REQUIREMENTS

1. **General:**

- a. Subject to the conditions, specifications, and instructions below, proposals will be received at the County's Administration Offices, 600 North Main Street, Suite 102, Woodstock, Virginia 22664 until the time and date specified in the Request for Proposal.
- b. Offerors should respond to separate Requests for Proposals separately.
- c. The terms of this document shall form a portion of any contract between the County and the successful offeror, whether or not these terms are expressly incorporated into the contract form.

2. **Contents of Proposals:**

- a. Unless the specifications expressly provide otherwise, where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If, however, the bidder proposes similar but not identical items, he must furnish full particulars to the County for review and to assure equality of items. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equal, and he will be required to deliver the exact article specified.
- b. Offeror shall submit with the proposal descriptive literature of the commodities, equipment, materials, supplies or services which he proposes to furnish, if such articles are other than the exact item specified.
- c. Samples of items, if requested, shall be furnished by the offeror without charge. Upon request, the samples will be returned at the offeror's expense; otherwise, samples may be destroyed or consumed.
- d. Time of proposed delivery should be stated in number of calendar days. General terms such as "stock," "immediately," and "as soon as possible," may be cause for rejection. Unless otherwise specified, quote earliest delivery date as it may be considered a factor in making award.
- e. The proposal, and any other documents required, shall be enclosed in a sealed opaque envelope.

- f. Unless the Request for Proposal concerns professional services, the proposal shall state the offeror's price, and the County will consider price in ranking the proposals.

3. **Offeror's Representations:**

- a. Each offeror, by submitting a proposal in response to this request for proposals, represents that the offeror has read and understands the contract specifications and has familiarized himself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.
- b. The failure or omission of any offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint himself with conditions existing at the site, shall in no way relieve any offeror from any obligations with respect to his proposal or to the contract.

4. **Contractor's Registration:**

- a. Contractors are referred to Chapter 11 of Title 54.1 of the Code of Virginia, concerning residency issues, licensing issues, and evidence of licensure. Contractors shall submit proper evidence of their registration.

5. **Addenda:**

- a. If any party contemplating the submission of a proposal on this request for proposal is in doubt as to the true meaning of any part of the plans, specifications or other documents, he should submit a written request for an interpretation thereof to the County. An interpretation of the contract specifications will be made only by addendum duly issued to each party receiving a request for proposal. Addenda will be available at the County offices for review by any interested party. The County shall not be responsible for explanations or interpretations of contract specifications except as issued by addendum.
- b. Any changes to the request for proposal and contract specifications shall be in the form of a written addendum from the County which shall be signed by the Purchasing Agent or any duly authorized representative.
- c. The County will endeavor to issue all addenda no later than four (4) calendar days prior to the date set for the receipt of proposals except for addenda extending the date for the receipt of proposals or withdrawing the request for proposals.
- d. Each offeror shall be responsible for determining that all addenda issued by the County for the request for proposals have been received before submitting a proposal for the work.

- e. Each offeror shall acknowledge the receipt of each addendum in his proposal.
- e. The County may issue addenda by facsimile transmission, email, or any other method reasonably calculated to result in timely delivery to the potential offerors.

6. **Taxes:**

- a. The successful offeror shall pay all state, local, and federal taxes. Said taxes shall not be in addition to the contract price between the County and the successful offeror, as the taxes shall be an obligation of the successful offeror and not of the County, and the County shall be held harmless for the same by the successful offeror.

7. **Submission of Proposals:**

- a. Please mail or deliver all proposals in hard copy. Please do not send proposals by fax, email, or telegraph.
- b. The envelope containing the proposal should be sealed and marked in the lower left-hand corner with the request for proposal number, commodity, and hour and due date of the proposal. Additional copies of proposals should be enclosed in the same envelope as the original proposal.
- c. If a proposal contains proprietary information or trade secrets, such information must be submitted in a separate sealed and resealable envelope, and clearly marked as such.

8. **Modification of Proposal:**

- a. A proposal may be modified or withdrawn by the offeror anytime prior to the time and date set for the receipt of proposals. The offeror shall notify the County, in writing of his intentions.
- b. Modified and withdrawn proposals may be resubmitted to the County up to the time and date set for the receipt of proposals.

9. **Award of Contract:**

- a. The County reserves the right to waive any informality in proposals and to reject any or all proposals.
- b. The contract documents shall be subject to and governed by the laws of the Commonwealth of Virginia and the County. Any dispute arising out of the contract documents, their performance, or their interpretation shall be litigated only in the Circuit Court of the County of Shenandoah, Virginia.

10. **Bonds:**

- a. If the successful offeror is required to furnish a Performance Bond and a Labor and Material Payment Bond by the request for proposals, or if the proposal is for a construction contract in excess of \$100,000, the successful offeror will be required to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the requirements of § 2.2-4337 of the Code of Virginia.

11. **Insurance:**

- a. Unless expressly waived by the County, the successful offeror shall maintain insurance to protect himself and the County from claims under the Worker's 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 the offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the specifications of this section, or the requirements of applicable law, if greater.

The successful offeror shall carry public liability insurance at least in the amounts specified below, including the contractual liability assumed by the contractor, and shall deliver Certificates of Insurance from carriers acceptable to the owner specifying such limits, with the County named as an additional insured. In addition the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

- Worker's Compensation and Employer's Liability
Standard Virginia Worker's Compensation
- Automobile Liability, including Owned, Non-Owned and Hired Car Coverage
Bodily Injury - \$2,000,000 each person, \$2,000,000 each occurrence
Property Damage - \$250,000 each occurrence
- Comprehensive General Liability
Bodily Injury - \$2,000,000 per occurrence, \$2,000,000 annual aggregate
Property Damage - \$250,000 per occurrence, \$250,000 annual aggregate

Including Completed Operations/Products, Contractual Liability for Specified Agreement, Personal Injury, (XCU) Explosion, Collapse and Underground Coverage, Broad Form Property Damage

12. **Successful Offeror's Performance:**

- a. The successful offeror shall furnish all labor, materials and equipment necessary to fulfill the requirements of the contract in strict compliance with

the general terms, conditions, specifications and drawings of his proposal and the contract documents.

- b. The successful offeror agrees and covenants that his agents and employees shall comply with all Town, County, State and Federal laws, and rules and regulations applicable to the business to be conducted under the contract.
- c. The successful offeror shall ensure that his employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- d. The successful offeror shall cooperate with County officials in performing the work so that interference with existing County operations will be held to a minimum.
- e. The successful offeror agrees and covenants that he shall indemnify and hold the County and its employees and agents harmless against and from all liability, claims, damages and costs, including attorneys fees of every kind attributable to bodily injury, sickness, disease or death or to damage to or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract, whether or not caused in part by a person or entity indemnified by this agreement.
- f. In case of any contractual default of the successful offeror, the County, after due notice may procure the goods and/or services detailed in the contract from other sources and hold the successful offeror responsible for all damages including, without limitation, attorneys fees and any other excess cost occasioned thereby.

13. **Employment Discrimination by Contractor Prohibited:**

- a. During the performance of this contract, the successful offeror agrees as follows:
 - (1) The successful offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a *bona fide* occupational qualification reasonably necessary to the normal operation of the contractor. The successful offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The successful offeror, in all solicitations or advertisements for employees placed by or on behalf of the successful offeror, 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 the requirements of this section.

b. The successful offeror shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

14. **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 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.

15. **Compensation:**

- a. The successful offeror shall be required to submit a complete itemized invoice on each delivery or service which he may perform under the contract.
- b. Payment shall be rendered to the successful offeror for satisfactory compliance with the terms, conditions and specifications of the contract and within forty-five (45) days after the receipt of the proper invoice.

16. **Successful Offeror's Obligation to Pay Subcontractors:**

a. The successful offeror awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to him by the County for work performed by his subcontractor(s) under the contract:

- (1) Pay the subcontractor(s) for the proportionate share of the total

payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or

- (2) Notify the County and subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. The successful offeror shall pay interest to the subcontractor(s) on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed by subparagraph a(2) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
- c. The successful offeror shall include in each of 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(s).
- d. The successful offeror obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section shall not be construed to be an obligation of the County. A contract modification will not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

17. **Cancellation:**

- a. The County reserves the right to terminate the contract immediately: 1) in the event that the successful offeror discontinues or abandons operations; 2) if adjudged bankrupt, or reorganized under any bankruptcy law; or 3) fails to keep in force any required insurance policies or bonds.
- b. Failure of the successful offeror to comply with any section or part of its contract will be considered grounds for immediate cancellation of the contract by the County.
- d. If the successful offeror has not breached the contract but the County cancels it, the offeror will be paid by the County for all scheduled work completed satisfactorily by the successful offeror up to the termination date set in the written cancellation notice.

18. **Governing Documents:**

This procurement is subject to the terms of Chapter 43 of the Shenandoah County Code and the Shenandoah County Purchasing Procedures Manual. Copies of these documents are available upon request.

19. The County does not discriminate against faith-based organizations.