

County of Charlotte  
 PO Box 608  
 250 LeGrande Ave; Suite A  
 Charlotte Court House, VA 23923



**Request for Proposals for  
 Preconstruction Architectural/Engineering Consulting Services**

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

<u>Bid Number</u>	<u>Bid Due Date and Hour (Local Time)</u>	<u>Date Initiated</u>
<b>037-221</b>	<b>May 23, 2019 at 4:00 pm</b>	<b>April 26, 2019</b>

This solicitation is subject to the provisions of the General Terms and Conditions and any Special Terms and Conditions included herein. The Request for Proposal, your bid, and modifications or additions to either shall constitute an entire integrated contract.

**Address All Inquiries and Correspondence to:**

County of Charlotte P.O. Box 608 250 LeGrande Avenue; Suite A Charlotte Court House, VA 23923	Monica L. Elder, Purchasing Agent Phone: (434) 542-5117 Fax: (434) 542-5248 Email: melder@charlotteva.com
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**Special Instructions:**

1. Responses must be signed below in ink.
2. Responses will be accepted until the date and hour shown above.
3. This inquiry incurs no obligation on the part of the County of Charlotte.
4. All proposals are considered firm for our acceptance within **90 days** after the due date.
5. Charlotte County may cancel or withdraw a solicitation in whole or in part and reject any and all bids or proposals at any time prior to an award (Section 2.2-4319-Code of Virginia).

***In Compliance With This Request For Proposal No. 037-221, And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish Products/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.***

SCC Number: \_\_\_\_\_

Name & Address of Offeror: \_\_\_\_\_ License Number: \_\_\_\_\_

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

\_\_\_\_\_ Name (Print): \_\_\_\_\_

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

\_\_\_\_\_ Zip Code: \_\_\_\_\_ Title: \_\_\_\_\_

FIN: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

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**I. PURPOSE**

The Board of Supervisors of Charlotte County, Virginia, herein referred to as "the County," is soliciting proposals from qualified architectural/engineering consultants with experience in the construction and renovation of public school facilities and facility assessments, and Public-Private Education and Infrastructure Act (PPEA) projects for the provision of preconstruction consulting services as specified herein.

It is Charlotte County's intent that this Request for Proposal is part of a competitive procurement process which helps to serve the County's best interests while providing Offerors with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the process of "competitive sealed bidding." Price is not required to be the determining factor, although it may be, and the County may negotiate with one or more Offerors to arrive at a mutually agreeable relationship.

**II. BACKGROUND**

Located in South-Central Virginia, Charlotte County is a rural jurisdiction 475 square miles in area with approximately 12,500 residents. In July 2018 Charlotte County accepted a \$3,211,000 unsolicited PPEA proposal from Jamerson-Lewis Construction for Phase I renovations at two existing elementary schools, referred to herein as the "Phase I Project." The Phase I Project, which is scheduled to be completed in late summer or early fall 2019 includes the following:

- The addition of a multipurpose building at Bacon District Elementary School, located at 840 Bacon School Road, Saxe, VA 23967. Constructed in 1959, Bacon District Elementary was approximately 40,400 square feet prior to the Phase I addition and has an enrollment of approximately 170 students.
- The addition of a multipurpose building and eight classrooms at Phenix Elementary School, located at 400 Red House Road, Phenix, VA 23959. Also constructed in 1959, Phenix Elementary was approximately 19,225 square feet prior to the Phase I addition and has an enrollment of approximately 270 students.

In response to the County's concerns about other issues that need to be addressed in order to ensure these two schools remain operational for at least twenty to twenty-five years, Jamerson-Lewis Construction has provided a change order for additional improvements and renovations, with a not-to-exceed price of approximately \$7.3 million.

After reviewing Jamerson-Lewis's proposed change order, the County has appointed a committee, herein referred to as the "Phase II Project Committee," to work directly with

a hired architectural/engineering consultant to review and confirm improvement needs, the proposed construction project for addressing those needs, and the associated cost estimate prior to moving forward with any additional renovations.

### **III. OBJECTIVES**

The County's overall objectives of this project are:

- A. To assess the condition of Bacon District and Phenix Elementary Schools, identifying upgrades and renovations that are needed to help ensure the two facilities remain operational for twenty to twenty-five years;
- B. To review and evaluate Jamerson-Lewis's proposed change order to ensure it addresses the needs at both facilities and to consider possible cost reduction measures; and
- C. To obtain a recommended scope of work with associated estimated costs to address the needs identified at Bacon District Elementary and Phenix Elementary Schools.

### **IV. SCOPE OF WORK**

The selected Offeror shall furnish all expertise, labor, and resources to complete the required work. This work shall include, but is not limited to the following:

- A. Data gathering and analysis including, but not limited to, the following:
  - Meeting with school facility personnel including the School Superintendent, the Director of Operations and the principals of Bacon District Elementary and Phenix Elementary to discuss previously identified facility issues and concerns;
  - Review of the portions of the January 2015 Charlotte County School Facilities Study performed by Dewberry that relate to Bacon District Elementary and Phenix Elementary;
  - Evaluating Bacon District Elementary and Phenix Elementary school facilities to include a general assessment of structures, roofing, mechanical, electric, plumbing and safety systems; and finishes. This assessment is primarily directed at identifying the following:
    - Construction defects and needed repairs to the structure
    - Systems or major system components and materials which may be insufficient or substandard and
    - Systems or major system components and materials which either appear to exhibit less than expected useful service life or are at or near the end of their estimated useful service life.

These services are visual in nature and unless specifically requested or addressed in this RFP or subsequent negotiations, the scope of services will not include obtaining and testing materials, operating equipment, intrusive investigation, or performing calculations to determine the adequacy of the existing design. It is the intent of the scope of this RFP to identify and provide a general opinion of the condition of the buildings.

- Evaluating Bacon District Elementary and Phenix Elementary school facilities and operations through observation to identify ADA compliance issues, safety and security issues, and measures that could substantially impact the efficiency of operations or building systems.
  - Review of enrollment trends at Bacon District & Phenix Elementary to determine space needs.
- B. Reviewing Jamerson-Lewis’s proposed change order and comparing the included scope of work with the Offeror’s findings from Item A above;
- C. Developing a recommended scope of work and evaluating potential means of addressing tasks included in the scope of work in order to identify cost-effective solutions;
- D. Providing a formal written report of results to include a list of recommended renovations with associated estimated costs;
- E. Working directly with the Phase II Project Committee throughout the project to coordinate school assessments and evaluations; meeting with the committee to report findings; and responding to questions and concerns expressed by the committee; and
- F. If requested, providing an oral presentation and/or recommendation of the final report at a meeting of the Charlotte County School Board and/or the Charlotte County Board of Supervisors.

## **V. SUBMISSION OF PROPOSALS**

### **A. Submission Procedures**

1. To receive consideration your proposal with original signature along with one (1) additional copy and one electronic copy must be received in the Charlotte County Administrator’s Office no later than 4:00 pm on May 23, 2019.
2. The original proposal must be clearly identified on the front cover.
3. The submission of proposals by fax, phone, e-mail, or verbal offer will not be accepted.
4. All proposals must be in a sealed package clearly marked “RFP- A/E Services.”
5. It is the responsibility of each Offeror to see that their proposal is in the County Administration Office by the specified time and date.
6. Please note that some overnight courier services cannot guarantee delivery to this location by 4:00 p.m. so plan accordingly.

7. Any offers or amendments received by the County after the date and time specified for the scheduled opening of proposals will not be considered. Date of postmark will not be considered. There will be no extensions and no exceptions.
8. Submittals can be hand-delivered or mailed to the following address:

Charlotte County Administrator's Office  
Attention: Monica Elder, Purchasing Agent  
P. O. Box 608  
250 LeGrande Avenue, Suite A  
Charlotte Court House, Virginia 23923

**B. Proposal Content**

All proposals should be prepared simply and economically. Emphasis should be on completeness and clarity of content. Proposals shall contain the following:

1. Completed cover page of this RFP signed by an authorized individual;
2. A brief narrative of the Offeror including history, expertise and experience specifically relating to the services outlined in this RFP;
3. A description of related school experience of the firm included a list of school projects completed by the Offeror in the last five (5) years;
4. A description of facility assessments and PPEA Reviews completed by the Offeror in the last five (5) years;
5. Not less than three (3) references for similar projects completed by the Offeror in the last (5) years to include job description and name, title and contact number of the person the County has your permission to contact;
6. A list of any projects the Offeror was involved in during the last five (5) years for which Jamerson-Lewis Construction served as a contractor;
7. Description of services to be provided and project approach including an overview of services, tentative schedule, and assigned staff;
8. A completed copy of the state corporation commission form (page 12) and all addenda issued.

**C. Proprietary Information**

All proposals submitted under this RFP shall become the property of Charlotte County and will be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*. However, the Offeror must invoke the protections of Section 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the material is submitted. The written notice must specifically identify the materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method, such as highlighting or underlining, and must indicate only the specific words, figures or paragraphs that

constitute trade secret or proprietary information. The classification of an entire proposal document as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

D. Additional Information

Offerors should be as complete as possible in their response. The County may contact the Offeror to clarify any response, solicit information from any available sources concerning any aspect of the proposal, and/or seek and review any other information deemed pertinent to the evaluation process.

**VI. QUESTIONS & ADDENDA**

A. Questions

1. All questions regarding this RFP must be submitted in writing. Questions can be mailed, e-mailed, or hand-delivered to the Charlotte County Purchasing Agent, Monica Elder, and must be received by the County no later than 4:00 pm on May 9, 2019.
2. All responses to questions will be provided in an official written addendum.
3. The County will not assume responsibility for claims of oral instructions.

B. Addenda

All addenda issued shall become part of this RFP. It is the responsibility of each Offeror to ensure that they obtain a copy of all addenda. Addenda will be posted on eVA and the Charlotte County website, [www.charlotteva.com](http://www.charlotteva.com), and will be e-mailed to all potential Offerors that provide their contact information at the pre-proposal conference.

**VII. SELECTION PROCEDURE AND EVALUATION OF PROPOSALS**

The evaluation and selection processes will be governed by and completed in accordance with the Virginia Public Procurement Act (VPPA). If any provision of this RFP is found to be inconsistent or in conflict with such policy, the terms of the VPPA shall govern.

A. Selection Process

1. Using the proposal evaluation criteria specified in this RFP, the County will review all proposals received.
2. After review of the proposals, the County shall engage in discussion meetings and/or interviews with two or more Offerors who have been deemed to be fully qualified, responsible, responsive, and suitable to provide the services set forth by this RFP. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well

as alternative concepts. At the discussion stage, the County may request nonbinding estimates of total project costs.

3. At the conclusion of the interview stage, on the basis of evaluation factors published in this RFP and all information developed in the selection process, the County 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 County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.
4. Should the Charlotte County Board of Supervisors determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

**B. Proposal Evaluation Criteria:**

The following criteria will be used to review and evaluate Offerors' proposals:

1. Expertise and experience (35%) - To include, but not limited to demonstrated experience and reputation in school renovation projects, PPEA projects and/or PPEA review projects, and facility assessment experience;
2. Personnel (15%) – Staff qualifications, experience, scope of expertise, and commitment to the project;
3. Project Understanding (15%) - General understanding of the scope of work and the Offeror's corresponding adaptability to the work;
4. Project Approach (35%) - The project plan, project schedule, and demonstrated solutions to achieving a cost-effective project.

**VIII. FEES & PAYMENT**

The fees for the project shall be established through the competitive negotiation process. Invoices shall be submitted on a monthly basis and shall reflect the work completed. The selected Offeror shall submit invoices to Charlotte County; P.O. Box 608; Charlotte Court House, VA 23923 by the 2nd of each month following the month services are rendered.

**IX. SPECIAL TERMS AND CONDITIONS**

**A. Insurance**

The selected Offeror shall, during the entire performance of the contract, keep in force at least the following minimum limits of Insurance:

1. Workers compensation insurance shall comply with requirements of the laws of the Commonwealth of Virginia;
2. Professional Liability - \$500,000.00 - Insurance Coverage for Errors and Omissions on Claims Made Basis;
3. General Liability - \$1,000,000 per occurrence - Coverage for personal injury, bodily injury, and property damage;
4. Automobile Liability - \$1,000,000 combined - Coverage for owned, hired, non-owned, bodily injury, and property damage.

The selected Offeror shall furnish an original Certificate of Insurance. Charlotte County shall be named as an additional insured and so endorsed on the policy. No insurance certificate is required at the time of proposal submission.

**B. Ethics in Public Procurement**

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 subcontractor 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, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**C. Termination of Contract for Convenience**

Charlotte County, by written notice, may terminate the resulting contract in whole or in part when it is determined by the public body to be in the County's best interest. Termination shall be effected by serving a notice of termination. In the event of termination pursuant to this paragraph, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of this termination.

**D. Termination of Contract by Default**

Should the selected Offeror fail to deliver the services in accordance with the contract terms and conditions, the County has the right to terminate any contract resulting from this solicitation for default. Termination shall be effected by serving a notice of

termination stating the manner of the default. In the event of termination pursuant to this paragraph, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of this termination less any fines or other fees that may be withheld.

**X. GENERAL TERMS AND CONDITIONS**

- A. All proposals must be submitted in accordance with this RFP. All information received shall become part of the proposal.
- B. The Offeror certifies that it knows of nothing that could raise the issue of conflict of interest with regard to this RFP.
- C. A contract shall be deemed executory only to the extent of appropriations available for the purchase of such the same or similar goods or services as requested in this proposal. Future obligations shall be subject to future appropriations, if any, by the Board of Supervisors. Nothing contained herein shall be construed to require any future obligation by the Board of Supervisors.
- D. The award of a contract shall be at the sole discretion of the County Board of Supervisors. The award shall be based upon the evaluation of all information made available to the County. The Board reserves the right to enter into any contract deemed to be in its best interest. The County shall not be obligated to furnish a statement of the reason why a proposal was not deemed to be the most advantageous.
- E. An officer of the proposing Offeror must sign the proposal and all issued addenda. Such signature shall bind the Offeror to all obligations under this RFP.
- F. The Offeror agrees that their proposal shall be good and may not be withdrawn for a period of ninety (90) days.
- G. The County shall not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal or participating in the interview and negotiation processes.
- H. All proposals shall become the property of Charlotte County. In accordance with the VPPA, they will not be open for public inspection prior to final selection by the Board of Supervisors.

- I. Once an award has been made, the original proposals will be retained by the County. All copies will be recycled.
- J. The County Board of Supervisors reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFP.
- K. This RFP, any subsequent contract and the work performed there under shall be governed in all respects by the laws of the Commonwealth of Virginia. The Offeror shall comply with applicable federal, state, and local laws and regulations.
- L. The Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the County.
- M. The Offeror shall indemnify and save harmless Charlotte County, its supervisors, officers, agents, servants, and employees from and against any and all liability, claims, losses, suits, legal proceedings, and costs occurring from any cause whatsoever in any work required by this RFP.
- N. The Offeror shall agree to the nondiscrimination provisions set out in § 2.2-4311, Code of Virginia.
- O. The Offeror shall agree to the drug-free workplace provisions set out in § 2.2-4312, Code of Virginia.
- P. The Offeror shall agree to comply with all federal immigration laws. The contractor shall not knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- Q. Proof of Authority to Transact Business in Virginia  
In accordance with § 2.2-4311.2, Code of Virginia, Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include the identification number issued to it by the State Corporation Commission. Any Offeror not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include a statement describing why they are not required to be so authorized.



**Charlotte County, Virginia  
State Corporation Commission Form**

**Virginia State Corporation Commission (SCC) registration information. The Offeror:**

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_

**-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

**-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location)

**-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):