



REQUEST FOR PROPOSALS

Consultant Engineering Services for Bus Maintenance Facility

RFP No: 20-009- CJ
November 4, 2019
Gloucester County Public Schools
County of Gloucester
Central Purchasing Office
6467 Main Street – 1st Floor
Gloucester, VA 23061
Phone: (804) 693-6235 Fax: (804) 693-0061

Sealed proposals, subject to the terms and conditions contained herein, will be received at the above office of Central Purchasing, 1st Floor, 6467 Main Street, Gloucester, Virginia, 23061, 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. GLOUCESTER COUNTY, VIRGINIA.

Scope of Services: To establish a contract with a qualified professional engineering firm to develop complete plans and construction documents to facilitate the establishment of a new Bus Maintenance Facility in Gloucester, Virginia.

Proposals Due: **By the Close of Business on November 21, 2019**

Contract Officer:

Christine Joyce, VCA, Buyer

ONE ORIGINAL AND FOUR 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: _____

Federal Tax ID No.: _____ Business License No.: _____ Jurisdiction: _____

Virginia State Corporation Commission Identification Number: _____ (Required for Award)

Print Name: _____ Title: _____

Signature: _____ Date: _____

NOTICES

Copies of the Proposal Documents may be obtained at the Central Purchasing Office located in County Office Building No. 1, 6467 Main Street, Gloucester, Virginia, at no charge. You may also download this bid at www.gloucesterva.info/purch on the Central Purchasing website.

GENERAL 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 the ordinances of Gloucester County, with any litigation with respect thereto shall be brought in the courts of Gloucester County, Virginia. The Consultant shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).
2. **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 Consultant agrees as follows:
 1. The Consultant 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 Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant 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 Consultant 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 consultant or vendor.
3. **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.
4. **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*).
5. **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.
6. **Antitrust:** By entering into a contract, the Consultant conveys, sells, assigns, and transfers to the School Board of Gloucester County 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 School Board of Gloucester County under said contract.
7. **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 in Central Purchasing. Addendums may also be on the Central Purchasing website at www.gloucester.info/purch. 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*).

8. 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. C. Discount period shall be computed from the date of proper receipt of the Consultant'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 Consultant 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*).
9. Drug Free Workplace: During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant'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 Consultant'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 Consultant that the Consultant 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 Consultant, 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.
10. Availability of Funds: It is understood and agreed between the parties herein that the School Board of Gloucester 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*.
11. Precedence of Terms: Paragraphs 1-10 of these General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
12. Identification of Proposal Envelope: If a special envelope is not furnished, or if return in a special envelope is not possible, 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. Prices or changes shown on the outside of an envelope is not acceptable and will not be considered.
13. Late Proposals: To be considered for selection, proposals must be received by Central Purchasing (or designated issuing office) by the designated date and hour. The official time used in the receipt of proposals is that time on the automated stamp machine in the Central Purchasing Office. Proposals received in Central Purchasing after date and hour designated are automatically non-responsive and will not be considered. Central Purchasing 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 Central Purchasing 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.
14. 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 School Board of Gloucester County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. The School Board of Gloucester 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.
15. Additional Information: The School Board of Gloucester 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 these prohibitions, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of these prohibitions is a breach of contract and can result in default action being taken.
16. Award Notices: Awards or Decision's to Award shall be posted on the public posting board in Central Purchasing, ref. § 2.2-4360, *Code of Virginia*. It may also be posted at: www.gloucesterva.info/purch/results.

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 § 22-64 of the *Code of Gloucester County, Virginia*.
18. Assignment of Contract: The resulting contract shall not be assignable in whole or in part without the written consent of the School Board of Gloucester County.
19. Default: In case of failure to deliver the 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 Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the School Board of Gloucester County may have.
20. Taxes, Fees and Surcharges: Sales to Gloucester 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 **54-6001312** and the School/ **54-6001313**. 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 Consultant. Any contract cancellation notice shall not relieve the Consultant 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 § 22-63 of the *Code of Gloucester County, Virginia*, claims arising out of this contract, whether for money or other relief, may be submitted to the Gloucester County Central Purchasing Department, 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 Consultant 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: Consultant agrees to indemnify, defend and hold harmless the School Board of Gloucester 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 Consultant any services of any kind or nature furnished by the Consultant, 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 Consultant on the materials, goods or equipment delivered.

SPECIAL TERMS AND CONDITIONS

1. Independent Consultant: The Consultant shall not be an employee of the School Board of Gloucester County or Gloucester County, but shall be an independent Consultant. Nothing in this agreement shall be construed as authority for the Consultant to make commitments, which shall bind the School Board of Gloucester County to otherwise act on behalf of the School Board of Gloucester County, except as the School Board of Gloucester County may expressly authorize it 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 Request for Proposals 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 School Board of Gloucester County and/or its designee (the Purchasing Agent) is final and shall hold them, 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. The Gloucester County Central Purchasing Department urges interested offerors 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 Central Purchasing 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 Central Purchasing to have received a complete set of solicitation documents. Addenda will also be posted on the Central Purchasing public bulletin board and may also be at www.gloucesterva.info/purch. 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. Criminal Background Check:

- (a) As a condition of awarding a contract for the provision of services that require the Consultant or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the School Board of Gloucester County **requires** the Consultant to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child (§ 22.1-296.1, *Code of Virginia*).
 - (b) The criminal history record information provided in accordance with this section shall be used solely to assess eligibility for employment as a Consultant's employee, and shall not be disseminated to any person not involved in the assessment process. If a Consultant's employee or volunteer is denied acceptability for service because of information appearing in his or her criminal record history, the County Administrator or designee shall notify the Consultant that information from the Virginia Central Criminal Records Exchange or other appropriate qualified private source contributed to such denial.
6. 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.

SCOPE OF SERVICES

To establish a contract with a qualified professional engineering firm to develop complete plans and construction documents to facilitate the establishment of a new **Bus Maintenance Facility**. The new facility is to be established on raw property currently owned by the School Board and located on T.C. Walker Road in Gloucester, Virginia. Services shall include but are not limited to the facilitation of a process to determine the best approach to establishing a new Bus Maintenance Facility that would optimally serve the long-term needs of the School Board. Following this determination, the Consultant, working as the Architect/Engineer of record, will employ the appropriate engineering disciplines to develop conceptual designs, budget and planning strategies, full-size schematic designs, construction documents, and project administration services.

General Overview and Background:

The School Board of Gloucester County, ("Owner"), is charged with the construction, maintenance, repair, and renovation of buildings, structures, and facilities necessary for an appropriate education for all students. It has been identified that a new Bus Maintenance Facility is needed to efficiently and effectively maintain the fleet of vehicles (Buses and other support vehicles) vital to the transportation of students to and from our schools and other educational opportunities.

The existing Bus Maintenance facility was constructed in 1966 and needs to be replaced.

Master Plan

In 2017, the Owner engaged a professional consultant to organize a study and develop a Master Plan to determine the future infrastructure needs to support county-wide vehicle maintenance. The final report is entitled "Combined Transportation and Utilities Center Study" and is available for viewing at:

https://irp-cdn.multiscreensite.com/15b2898c/files/uploaded/COMBINED%20TRANSPORTATION%20AND%20UTILITIES%20CENTER%20STUDY_Final_Corrected_7-10-17.pdf

The selected consultant will narrow the focus to provide a facility specifically addressing only the needs of the School Board. The consultant will analyze historical data of record and work with the Owner to develop recommendations for the best and most affordable alternatives related to the long-term Transportation needs.

Desired Services:

The selected Consultant shall furnish all expertise, labor and resources to provide the services necessary for this Project. At a minimum, the desired services include:

1. Conduct site surveys and interview School's leadership and staff to establish and prioritize facility infrastructure and maintenance needs to develop design drawings and supporting specification documents. Such drawings should be easily

understood, incorporate readily available equipment and materials and would attract a wide-range of bidders for the construction phase.

2. The design shall incorporate appropriate and efficient construction sequences that make the best use of the community's resources along with a reasonable and a realistic (and mandatory) construction schedule.
3. Development of conceptual sketches, diagrams, and schematics as required that fulfill the desired improvement requirements. Such design is desired to resemble similar projects that are executed in the region and considered as industry standards.
4. Development of budget estimates and programming documents equating to a 10% preliminary design of sufficient detail that are clearly within the established budget thresholds offered for the project.
5. Development of full-size schematic designs of sufficient detail in order to begin to prepare preliminary design (30%) documents for the selected construction objective.
6. Development of complete drawings and construction documents for bidding. Assist the Owner and the Purchasing Agent in the selection of a Contractor.
7. To provide contract administration services that would include assistance through-out the bidding phase, bid evaluation and award determination. In addition, the Consultant would be expected to review and approve project submittals, maintain project files, monitor construction progress and report program status on a regular basis. Additionally, the Consultant shall attend project meetings, maintain meeting minutes, confirm the Contractor's compliance with contract documents and review and approve Contractor pay requests.

Submittal Requirements

One (1) original and four (4) complete copies of the following shall be included in the proposal package to be considered responsive to the Request for Proposals. Should the offeror fail to provide adequate or complete documentation, as determined by the selection committee, the offerors proposal may be eliminated from further consideration.

1. Description of the firm, and a statement of qualifications including an organizational chart. Provide supporting documentation relative to the firm's experience accomplishing work described in the Scope of Services.
2. Provide supporting documentation that describes the firm's specialized experience as it relates to school construction and its technical proficiency related to this work discipline.
3. Provide information related to the firm's record of performance for similar projects and evidence of the firm's ability to provide timely responses to requests and provide the resources necessary to meet Owner's desire for an accelerated construction schedule.
4. Names and qualifications of personnel likely to be assigned to the project tasks under this work.
5. Names and qualification of any other consultants or sub-consultants who may be utilized to accomplish the projects scope of services, such as, but not limited to licensed Professional Engineers, Mechanical Engineers, Architects and Construction Managers.
6. References from clients for work completed of a comparable size and scope.
7. Non-binding fee estimate provided by offerors that are selected **for interviews**.

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 solicitation. Proposals will be evaluated to 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. Understanding - demonstrated understanding of the scope of services and familiarity with Gloucester County's school system.

- 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 may be scheduled with selected firms in accordance with the "procurement of professional services" method of selection outlined in § 22-51 (a) of the *Code of Gloucester County, Virginia*. Interviews may 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 involved in the Request for Proposals (RFP). Negotiations will be conducted with the offeror ranked highest in meeting the expectations of the Owner. If a contract that is satisfactory and advantageous to the Owner can be negotiated at a price considered fair, reasonable, and within budget, the award shall be made to that offeror. Otherwise, negotiations with the top ranked offeror shall be formally terminated and negotiations will be conducted with the next ranked firm and so on until such a contract can be negotiated at a fair and reasonable price. Should the Owner 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 taking into consideration budget adherence 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 School Board of Gloucester County. The award shall be based on the evaluation of all information as requested. The School Board of Gloucester 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 School Board of Gloucester 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 Gloucester County, an award may be made to one offeror or more than one offeror.

CANCELLATION OF CONTRACT

Any resulting contract shall be subject to cancellation for convenience by either party upon thirty (30) days written notice, one to the other. Should the Consultant abandon services to be performed under the resulting contract, or terminate any resulting contract, the County shall be liable only to the extent of satisfactory work completed by the Consultant up to the time of abandonment or termination and upon delivery of completed or uncompleted work to the County. The County shall have full right to use such work in any manner without claim on the part of the Consultant for additional compensation. Cancellation shall not release the Consultant from legal remedies available to the County.

AVAILABILITY OF FUNDS

It is understood and agreed between parties to any agreement resulting from this proposal that Gloucester County/The School Board of Gloucester County shall be bound hereunder only to the extent of funds available or which may become available for the purposes of this agreement. It is further understood and agreed between the parties to any agreement resulting from this proposal that Gloucester County/The School Board of Gloucester County School Board shall not be obligated to purchase or pay for services covered by this agreement unless and until they are ordered, delivered, and performed by the Consultant.

METHOD OF PAYMENT

The Consultant will be paid on the basis of the invoice submitted to the Gloucester County Finance Department 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 & 2.2-4352*

DEBRIEFING

Using the RFP process, the Gloucester County will keep all information as to persons or firms making offers or the contents of any offers as CONFIDENTIAL. This information will only be available after an award or decision to award has been made. After an award is made, or the decision to make an award is made, the procurement file will be available in the Central Purchasing Department for public review. No meetings with offerors will be provided to discuss the award decision and a review of the procurement file will constitute a debriefing. Offerors wishing a file review may schedule an appointment during normal business hours, 8:00 AM – 4:00 PM, Monday – Friday.