COUNTY OF

1781 1781

GREENSVILLE

• V I R G I N I A •

...Growing Towards New Horizons

REQUEST FOR PROPOSAL
For
Architectural Services
For
Greensville County Sheriff's Office Addition

Sealed Proposals for the provision of architectural design services for the Greensville County Sheriff's Office addition will be accepted until Tuesday, November 1, 2016 at 3:00 p.m., at which time they will be opened in the Greensville County Board Room, 1781 Greensville County Circle, Emporia, Virginia 23847.

Firms interested in receiving a copy of the RFP may contact: K. David Whittington, Greensville County Administrator, 1781 Greensville County Circle, Emporia, VA at (434) 348-4205. Deadline for submittal of Proposals is Tuesday, November 1, 2016, at 3:00 p.m.

Minority and/or female owned businesses or firms are encouraged to apply. The County of Greensville is an Equal Opportunity Employer.

The County of Greensville reserves the right to accept or reject, in whole or part, any and all Proposals, and to waive informalities.

Please be observant of all Proposal instructions and specifications. Should any questions arise concerning this RFP, contact the County Administrator, K. David Whittington, (434) 348-4205.

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I. GENERAL INSTRUCTIONS

1. Mail or deliver Proposals before November 1, 2016, at 3:00 p.m., to K. David Whittington, County Administrator, 1781 Greensville County Circle, Emporia, Virginia 23847.

2. Submit three (3) copies of the proposal, clearly marked, before the opening time stated in the Proposal Invitation.

3. All Proposals shall be signed in ink by authorized principals of the Offeror and must be received in sealed envelopes with the statement, **"Sheriff's Office Addition Proposal Enclosed" and the project name typed or written in the lower left-hand corner.**

4. Greensville County reserves the right to accept or reject, in whole or part, any and all Proposals and to waive informalities.

5. Proposals will be opened promptly on November 1, 2016, at 3:00 p.m., in the Greensville County Board Room. No late Proposals will be accepted. Greensville County assumes no responsibility for late submissions due to mistake of courier, U.S. Postal Service or any delivery service used for Proposal submittal.

6. Proprietary information will not be disclosed during the selection process.

7. Proposals will be binding for ninety (90) days following the Proposal opening date.

8. County may request or require offerors to list any exceptions to proposed contractual terms and conditions after the qualified offerors are ranked for negotiations.

9. Each Offeror is required to state in the Proposal, their name and address. References shall be furnished to establish the skill and business standing of the Offeror.

10. The Offeror shall maintain insurance to protect the County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operations by the Offeror, or anyone directly or indirectly

employed by either Offeror or SubOfferor, such insurance to conform to the amounts as prescribed by law:

The insurance requirements are as follows:

The successful Offeror assumes and agrees to hold harmless, indemnify, protect and defend County against any and all liability for injuries and damages to Offeror himself and to Offeror's employees, agents, SubOfferors and guests, third parties or otherwise, incident to or resulting from any and all operations performed by Offeror under the terms of this Contract.

In addition to any other forms of insurance for Bonds required under Contracts and specifications pertaining to this project, County shall require any Offeror to whom or to which it lets any work contemplated hereunder to carry Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverage's. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the SubOfferor to cover their operation.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements are as follows:

a. Workers' Compensation.

b. Automotive Liability: Bodily injury and property damage insurance shall have limits of $1,000,000 combined single limits.

c. Comprehensive General Liability:

Bodily injury liability insurance shall have limits of $1,000,000 per occurrence.

Property damage liability insurance shall have limits of $1,000,000 per occurrence. The County, its officers and employees shall be named as an "Additional Insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

11. Hold Harmless Clause

The Offeror shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's

fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding Contract work or on account of any act or omission by the Offeror or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Offeror agrees that this clause shall include claims involving infringement of patent or copyright.

12. Safety

All Offerors and Subofferors performing services for the County of Greensville are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Offerors and Subofferors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

13. Notice of Required Disability Legislation Compliance

Greensville County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Greensville County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

14. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Administration Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the

Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

15. Employment Discrimination by Offerors Prohibited

Every Contract of over ten thousand dollars ($10,000) shall include the following provisions:

During the performance of this Contract, the Offeror agrees as follows:

a. The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or 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 Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement. The Offeror will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or Purchase Order of over ten thousand dollars ($10,000), so that the provisions will be binding upon each SubOfferor or Offeror.

16. Drug-free Workplace

Every Contract of over ten thousand dollars ($10,000) shall include the following provisions:

During the performance of this Contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror'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 Offeror'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 behalf of the Offeror that the Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or Purchase Order of over ten thousand dollars ($10,000), so that the provisions will be binding upon each SubOfferor or Offeror.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Offeror in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

17. Exemption from Taxes

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by the County of Greensville on request.

18. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the County Administrator or his designee.

19. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the County Administrator or his designee.

20. Debarment

By submitting a Proposal, the Offeror is certifying that he is not currently debarred by the County. The County's debarment procedure is in accordance with Section 2.2-4321 of the Code of Virginia.

21. Offeror Disclosure

Each Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Greensville County official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

22. Right to Negotiate

The County of Greensville reserves the right to waive informalities, and to reject any and all Proposals. If the Proposal from the successful Offeror exceeds available funds, the County of Greensville reserves the right to negotiate with the Offeror to obtain a Contract price within available funds. Such negotiations shall be in accordance with Chapter 7, Code of Virginia.

23. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

24. W-9 Form

Each Bidder or Offer will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your Offeror. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf .

25. Immigration Reform and Control Act of 1986

By accepting a Contract award, Bidder certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

26. The Contents of the Proposal submitted by the successful Offeror and the Proposal Specifications shall become a part of any Contract awarded as a result of these specifications. The successful Offeror will be expected to sign a contract for services with the Greensville County Board of Supervisors. Additional terms and provisions will be included in the Contract.

II. Request for Proposals for Architectural Design Services For Greensville County Sheriff's Office Addition

1.0 Purpose

Greensville County is seeking sealed Proposals for the purpose of establishing a Contract with one (1) or more qualified Offeror(s) that has demonstrated experience and understanding of the needs of local government. The intent of the Request for Proposal (RFP) is to obtain architectural services to prepare the architectural design for the Greensville County Sheriff's Office addition.

2.0 Background Information

General

Presently, the Greensville County Sheriff's Office is housed in a relatively comfortable and modern context, having been designed in 2001 and constructed in 2002. The current facility, while in very good repair and maintenance, is stressed by both deficiencies in physical office space and special operational systems; all as a result of growth of force activity and enforcement, and the enhanced security and management standards set forth by the Sheriff.

The Sheriff's Office currently houses the Sheriff and an enlarging staff which has grown over the last twelve years to approximately 35 persons. As a result of such growth as well as advances in technology, the existing facility has become incapable of meeting the space needs and security requirements of the user, and a fully accredited facility.

PAR

A Preliminary Architectural Report (PAR) was prepared by Baxter Bailey & Associates dated May 16, 2014 . It can be accessed through the Greensville County website at page http://www.greensvillecountyva.gov/index.php/public-information/procurement-announcements.

3.0 Credentials

Provide information on the credentials of those who will be performing the work, relevant experience, qualifications, references, and sample work done on similar projects. Indicate whether any part of the work will be conducted by a SubOfferor.

4.0 Funding

The total funds to be spent under the life of the Contract are contingent on funding by the governing body and determination of needs as made by the County Administrator or his designee. The Board of Supervisors or its designee reserves the right to increase or decrease available funding during the life of the Contract for any part, or all, of the activities covered under the Contract.

5.0 Time Frame

The Contract(s) take effect on the date the Contract is awarded, which will be on or about November 7, 2016. This Contract shall be for a period not to exceed one (1) year.

6.0 Budget

Funding is currently being applied for through Rural Development.

7.0 Special Requirements

Offeror(s) submitting Proposals must clearly address any special requirements.

8.0 Disclosures

Provide information on any existing Contracts with other jurisdictions that might appear to compromise the services or working relationship provided under this Contract, or that would diminish Greensville County's competitive position.

9.0 Payment

Services rendered will be paid monthly upon receipt, review, and approval of a detailed itemized invoice.

10.0 Scope of Services

Greensville County is seeking proposals from interested architectural firms to provide architectural design services for the Greensville County Sheriff's Office as described in the Preliminary Architectural Report (PAR).

11.0 Ownership of Data and Proprietary Information

Ownership of all data, material and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in

accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to the public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoked the protections of Section 2.2-4342 of the Code of Virginia, in writing, either before or at the time the data or other materials are submitted. The written request must specifically identify the data or other 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, line item prices and/or total Proposal prices as proprietary or trade secrets is not acceptable and will result in the rejection and return of the Proposal.

12.0 Ownership of Intellectual Property

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Contract shall become the sole property of the County. On request, the Offeror shall promptly provide an acknowledgement or assignment in a tangible form, satisfactory to the County to evidence the County's sole ownership of specifically identified intellectual property created or developed in the performance of the Contract.

13.0 Deliverables

During the term of the Contract, the Offeror will be expected to provide the following services:

- All engineering and architectural drawings including specifications and written documentation for the design, bidding and construction of the Greensville County Sheriff's Office Addition.

14.0 Ownership of Created Materials

All created materials resulting from work performed under this Contract shall become the property of Greensville County and shall be returned to the County upon request.

15.0 Proposal Requirements

A. **Business identification.** State the name of individual or business, including any SubOfferors, address of home and branch offices, nature of Offeror (individual, partnership, or corporation; private or public; profit or non-profit) and the number of employees. Identify the state in which the Offeror is incorporated or chiefly located. Include name, title, and telephone number of person(s) in your Offeror authorized to

negotiate the proposed Contract. If SubOfferors are proposed, provide information pursuant to the above and identify the estimated percentage of total project hours to be completed by each SubOfferor.

B. **Qualifications.** Describe the general background and services provided by the Offeror. Also, briefly describe the qualifications of key staff that will be actively engaged in the proposed project (SubOfferors, as well), indicating their responsibilities with respect to the project.

C. **Experience.** Provide a description of relevant experience, especially in projects of similar size and scope. Be specific and identify projects, dates and results. For the initial evaluation process, provide at least three (3) samples of work done for other courthouses and related buildings including, name, address and phone number of contact person. Identify the year in which the work was performed, including start dates and completion dates. In addition, please include in your Proposal some indication of how Offeror(s) proposes to work with the County (or its representatives) in completing this project.

D. **Schedule/Timeline**. Proposals should include an estimated timeline for development and completion of the proposed project.

E. **Approach**. The company's approach will be evaluated based on the Offeror (s) understanding of and ability to meet project requirements.

F. **Price.** Proposals shall include an estimated cost for the provision of the requested architectural design services.

Note: *Elaborate and costly presentations are neither required nor expected. Greensville County will not reimburse a company for the cost of submitting a Proposal. Please provide three (3) copies of your response.*

16.0 Contact Information

Address questions concerning contractual or technical matters of this Proposal to:

K. David Whittington
County Administrator
County of Greensville
1781 Greensville County Circle
Emporia, VA 23847
Phone: (434) 348-4205

17.0 Basis for Award

The RFP outlines the County's process for selecting the best proposal plus the major elements of the subsequent contract resulting from this selection. The County Staff will base its recommendation on the "Evaluation Criteria" set forth in this RFP. The Staff shall conduct an evaluation based on information set forth in the Proposal, past performance, and references of each Offeror.

Based on the results of the preliminary evaluation, the highest rated Offeror(s) will be invited to make oral presentations. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the Offeror. The County will then conduct a final evaluation of the Offeror.

The award will be made to the responsible Offeror whose offer conforms to the solicitation and is most advantageous regarding the evaluation criteria.

18.0 Evaluation Criteria

The County will base the initial and final evaluation on the following criteria:

Evaluation Criteria

1. Management skills, technical competence, creativity

2. References

3. Credentials of project team

4. Understanding of tasks and requirements

5. Offerors are not required to furnish estimates of man-hours or cost for services. At the discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services.

6. Ability of Offeror to perform all tasks and requirements of Proposal

19.0 Prime Offeror

The selected Offeror will be required to assume full responsibility for the complete effort as required by this RFP whether work is performed by the Offeror or SubOfferors. The selected Offeror is to be the sole point of contact with regard to all contractual responsibilities.

20.0 Contract Award

Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Proposals, including Price. Negotiations shall be conducted with the Offeror so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best Proposal, and shall award the Contract to that Offeror. Greensville County reserves the right to make multiple awards as a result of this solicitation. Greensville County may cancel this Request for Proposals or reject Proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular Proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia). Should Greensville County determine in writing and in its sole discretion that only one (1) Officer is fully qualified, or that one (1) Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror.