REQUEST FOR PROPOSALS

Architectural & Engineering Services for the Design of a New Community Branch Library & Renovations to the County's Former Nursing Home

ACCEPTANCE DATE: Prior to 2:00 p.m., Friday, August 26, 2016

ACCEPTANCE PLACE: Bedford County Administration Office
Attn: Sheldon Cash, Director of Public Works
122 East Main Street, Suite 202
Bedford VA 24523

PLEASE NOTE:
Requests for information related to this RFP should be directed to:

Sheldon Cash
Director of Public Works
(540) 586-7601
E-mail address: scash@bedfordcountyva.gov
This document can be downloaded from our web site:
www.bedfordcountyva.gov

Issue Date: August 8, 2016
Architectural & Engineering Services for the Design of a New Community Branch Library & Renovations to the County's Former Nursing Home

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain the services of one or more qualified Consultants (“Consultants”) to provide architectural and engineering services for two proposed projects:

- The design of a new community branch library in Montvale, Virginia. The existing Montvale branch library of the Bedford Public Library System is expected to permanently close by the end of 2016 (the County will likely utilize temporary rental space to house a temporary library facility during the design and construction phase for a new facility). An existing piece of land, currently owned by the County's Economic Development Authority, has been identified as a potential location for the new branch library. The consultant will provide all necessary architectural and engineering services to design the new branch library on this parcel. This design work will include all architectural, civil, environmental, electrical, mechanical, and any other necessary engineering work.

- The design of renovations to the County's Former Nursing Home located in Bedford, Virginia to allow new office/meeting/recreation space for the County's Cooperative Extension program and the Department of Parks & Recreation. The Nursing Home closed in 2007 and was vacant for several years. The building consists of approximately 16,475 square feet on the upper level and 4,544 square feet on the lower level. The building currently houses the County's Department of Parks & Recreation in portions of the front wing and the Department utilizes the former dining room as a meeting space. The remainder of the building is utilized for storage.

The successful firms must demonstrate proven skills and technical competence in the design of similar facilities. Offerors may submit on either or both projects. The County may elect to award both projects to one firm or may elect to award the two projects to two firms. Offerors must clearly state which of the two projects, or both, are of interest within the submitted proposal.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permits competition. It will be the Offeror's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the County not later than fifteen (15) calendar days prior to the date set for acceptance of proposals.
3.0 BACKGROUND INFORMATION
3.1 Background Information: Montvale Community Library

The Bedford Public Library system has operated a branch community library in a renovated portion of the former Montvale Elementary School. This location has been in service for over 17 years. This library location will likely permanently close by the end of December 2016 as the former school property is anticipated to be sold.

The County has identified a portion of land located near the intersection of Marketplace Drive and Route 460 to possibly serve as a new location for a branch library. This land is currently owned by the County’s Economic Development Authority and is located adjacent to the currently operating Montvale Elementary School and Montvale Recreational Park. It is anticipated that the proposed library will complement the existing adjacent County services provided. The parcel currently identified as a potential location is shown below as "Site 2" on the next page. The current Montvale Elementary School is located to the East and the Montvale Recreation Park is located to the South of the proposed site.
The proposed library is anticipated to be approximately 4,200 square feet of library space on a main level and an additional 4,200 square feet on a lower level that will serve as a community meeting room. It is anticipated that an elevator will not be necessary between the two floors as both distinct uses will be designed/graded in such a way to meet ADA requirements. An interior access stairway between the two levels is requested. A rough sketch of the proposed library portion follows on the next page. This is for informational purposes only and not restrictive/binding of the final design. Rather this shows the general services that are necessary for the library space. A rough sketch of the community room is not provided but should largely consist of an open floor plan, with restrooms, and a kitchen area.
Proposals should describe in detail previous experience in designing similar library/community room space. This should include details as to each engineering field that is required for this work (architectural, civil, environmental, electrical, structural, mechanical, etc.). Subcontractors that will be performing any of these services should be clearly noted within the proposal.

It is anticipated that the successful firm will be utilized for: design/specification services, bidding services, and construction administration. Proposals should list similar references where the firm has provided similar services from design, bidding services, construction administration, to final completion.
3.2 **Background Information: Renovations to Former Nursing Home**

The County is also requesting proposals for the design of renovations to the County's Former Nursing Home located at 1257 County Farm Road in Bedford, Virginia to allow new office/meeting/recreation space for the County's Virginia Cooperative Extension program and the Department of Parks & Recreation. The Nursing Home closed in 2007 and was vacant for several years. The building consists of approximately 16,475 square feet on the upper level and 4,544 square feet on the lower level. The building currently houses the County's Department of Parks & Recreation in portions of the front wing and the Department utilizes the former dining room as a meeting space. The remainder of the building is utilized for storage.

The County has developed a conceptual plan for the renovation of the Former Nursing Home. The conceptual plan assumes that the Department of Parks & Recreation will utilize available space in the "front" portion of the building. While the Cooperative Extension program will utilize the "rear" portion of the building. Both functions are anticipated to share the meeting rooms and the large kitchen.

This conceptual plan is general in nature and subject to design changes as needed to best maximize available space and/or reduce the cost of renovations as directed by the County. The conceptual plan and space needs analysis is shown on the following pages.
OFFICE SUITE :

Unit Coordinator’s Office
- Current 12 x 18 size is adequate, could be slightly reduced with less files
- Best located near front counter
- Closet in office
(4) Extension Agents Offices
- Existing room sizes of 10 x 14 is adequate. Slightly more space would be preferred
- (1) closet in each office (figure 2’ x 6’)
- Nice not to have all offices remote from front desk
Nutrition Program Office
- Currently Anne Clendenon’s office
Intern/ Volunteer Office
- 4 work stations
- (1) for Master Gardening program. (1) for Food Program
- 7’ x 7’ Cubicles
Unit Administrative Assistant
- Must be very accessible and at entry point where citizens come into the suite
- ADA compliant counter for transactions and filling out forms
- Would really like to have a window
Copy/ Work Room
- Currently 28 x 6, undersized
Waiting Area
- 2-3 chairs adequate
- Duplicate existing information area
Office/ Programs Storage Space
- Current space (14 x 14) should be doubled
Residential Food Training Kitchen
- Teaching kitchen with typical residential appliances
- Training area for 15
- Small pantry adjacent
General Storage Space
- Relocated from County Storage Building
- Would be good to have exterior access

TOTAL COOPERATIVE EXTENSION PROGRAMMED SQUARE FOOTAGE 2,560 s.f.
SPACES SHARED WITH PARKS AND RECREATION

Existing Employee Kitchen/ Break Room 290 s.f.
- Small eating area
- Cabinets and counter
- Sink, microwave, small refrigerator/ freezer, coffee machine

Employee Restrooms 300 s.f.
- As required by code, ADA compliant

Public Restrooms 500 s.f.
- Including Family Restroom, changing stations, nursing areas
- All ADA compliant

Existing Activity/ Training Room 1,370 s.f.
- Relocate the existing noisy ice maker

Small Training Room for 8-16 occupants 600 s.f.

Existing Commercial Kitchen and Associated spaces 1,300 s.f.
- Could be used as an incubator kitchen for food business development
- Keep walk-in refrigerator, freezer units.
- Refrigerator needs to be replaced with commercial grade double-sided unit
- Keep 8 burner gas stove
- Need top of the line, floor model, commercial mixer
- Need new commercial dishwasher
- Need double convection oven
- All restaurant quality equipment as approved by the Health Department
- Lay out new equipment with one side for Baking and the other for food preparation
- Need hand sink near the food prep area
- Restroom should be located elsewhere
- Roanoke LEAP (leapforlocalfood.org/kitchen) and Carroll County have good examples of incubator kitchens used for startup food businesses.

TOTAL SHARED PROGRAMED SQUARE FOOTAGE 4,360 s.f.
BEDFORD COUNTY, VIRGINIA PARKS AND RECREATION
Wyatt Woody, Director

Preliminary Building Program
   D R A F T
   June 22, 2016

ADMINISTRATIVE AREA:
(Separated from public entry and hallways/areas that might be used evenings and weekends)

Administrative Assistant/Receptionist 230 s.f.
   • Entry point for public coming to Parks & Rec
   • 2-3 chairs for waiting
   • Displays for brochures, information, forms, etc.
   • Front counter, ADA accessible, for forms and transactions
Senior Administrative Assistant 170 s.f.
   • Existing single room size is adequate (includes closet)
   • Near Director’s Office
Director’s Office 250 s.f.
   • Existing size more than needed
Program Coordinator 170 s.f.
   • Currently near front entrance
   • Existing single room size is adequate
Athletics Coordinator Office 170 s.f.
Facilities Coordinator Office 170 s.f.
Maintenance Coordinator Office 170 s.f.
Trails Specialist Office 170 s.f.
(4) Future Offices 680 s.f.
Work Area/Copy Room 110 s.f.
   • File cabinets, vertical and horizontal
   • Supplies shelving
   • Copy/scanner machine
   • Fax machine
   • Need twice existing size
Server Room 50 s.f.
   • Currently adjacent to Work/Copy Room
   • Need twice existing size

PARKS AND REC ACTIVITY/EVENT SPACES:

Large Conference/Event Space 630 s.f.
   • Equal size to existing would be good.
   • Large screen TV, podium, table for 16
   • Sink/coffee counter
Senior Lounge 400 s.f.
   • Living room type furniture, TV, coffee, snacks, newspaper, magazines
   • Multi-purpose space for 20-30 people, would be for meetings also
Senior Lounge Storage 250 s.f.
   • For supplies and furniture not in use
(2) Meeting/Event Rooms 1,600 s.f.
   • Multi-purpose spaces for 15-20 people for classes, training, seminars, etc.
Recreation Room
- (2) pool tables
- Ping pong table
- Could be two smaller rooms adjacent to each other.

Exercise Room
- Athletic flooring
- Currently in former Chapel

Exercise Equipment Room Closet
- 80 s.f.

STORAGE SPACES:
(Existing storage spaces currently used by the Bedford Museum, the Bedford Visitor’s Center, the Bedford Nursing Home, Bedford Library Maintenance, Sheriff’s Case files, and the Parrish Nurse will be vacated.)

Athletic Equipment Storage (200 s.f. each)
- Football
- Soccer
- Baseball/ Softball
- Other
- 800 s.f.

General Storage
- Equal to existing on main floor next to Copy/ Work Room?
- Coolers, water bottles,
- 340 s.f.

Basement Storage Spaces
- Duplicating existing spaces
- 2,020 s.f.

TOTAL PARKS & RECREATION PROGRAMMED SQUARE FOOTAGE
- 9,710 s.f.

SPACES SHARED WITH COOPERATIVE EXTENSION

Existing Employee Kitchen/ Break Room
- Small eating area
- Cabinets and counter
- Sink, microwave, small refrigerator/ freezer, coffee machine
- 290 s.f.

Employee Restrooms
- As required by code, ADA compliant
- 300 s.f.

Public Restrooms
- Including Family Restroom, changing stations, nursing areas
- All ADA compliant
- 500 s.f.

Existing Activity/ Training Room
- Relocate the existing noisy ice maker
- 1,370 s.f.

Small Training Room for 8-16 occupants
- 600 s.f.

Existing Commercial Kitchen and Associated spaces
- Could be used as an incubator kitchen for food business development
- Keep walk-in refrigerator, freezer units.
- Refrigerator needs to be replaced with commercial grade double-sided unit
- Keep 8 burner gas stove
- Need top of the line, floor model, commercial mixer
- Need new commercial dishwasher
- Need double convection oven
- All restaurant quality equipment as approved by the Health Department
- Lay out new equipment with one side for Baking and the other for food preparation
- Need hand sink near the food prep area
- Restroom should be located elsewhere
- Roanoke LEAP (leapforlocalfood.org/kitchen) and Carroll County have good examples of incubator kitchens used for startup food businesses.
- 1,300 s.f.

TOTAL SHARED PROGRAMMED SQUARE FOOTAGE
- 4,360 s.f.
It is anticipated that the successful firm will be utilized for: design/specification services, bidding services, and construction administration. Proposals should list similar references where the firm has provided similar services from design, bidding services, construction administration, to final completion.

4.0 OFFEROR’S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this Contract:

4.1 Debarment: By signing and submitting a proposal, Offerors certifying that they are not currently debarred by any local or state government or the Federal Government. Offerors shall provide in their bid, documentation related to all debarments that occurred within the last ten (10) years.

4.2 Any offeror wishing to submit a proposal and be considered for this solicitation must have a minimum of ten (10) years of experience providing similar services as requested in this RFP.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide professional expertise in each of the service groups for which they desire consideration for selection. Individual tasks may require supervision, manpower, materials, equipment and supplies necessary to complete any services outlined below.

5.1 General Scope of Services:

A. Written notification by the County must be issued for each task prior to the start of work. The notification will constitute the notice to proceed, unless otherwise indicated.

B. All individuals performing work under this Contract must have the appropriate licenses, certifications or credentials that prove competence in tasks being performed.

C. Consultant shall perform all services in compliance with industry standards and all federal, state, and local laws, ordinances and regulations including State Health Department, Virginia USBC, Virginia Occupational Safety and Health Agency (VOSHA) and OSHA rules and regulations.

D. The services to be provided under this Contract include but are not be limited to the following:

   1. Involvement by the Consultant throughout all phases of the project, including but not limited to preparation of reports; periodic progress
reports/meetings; preparation for and participation in briefings and presentations to staff groups, citizen groups, the Bedford County Board of Supervisors and federal or state agencies; processing of invoices for services; timely processing of project correspondence.

2. Coordination with County staff and Consultants.

3. Other types of services of a nature consistent with the intent of this RFP as so directed by the County.

E. A Scope of Work will be developed by the County for each task order under this Contract.

1. The level of supervision, quality assurance and staff assigned by the Consultant to an individual task order will be clearly defined in the Scope of Work.

2. Prior to issuing a written notification to proceed, the Consultant and County shall agree in writing to a Scope of Work, schedule and fee structure (including a not-to-exceed value).

3. The Consultant shall assign a Project Manager to each task order to provide consultation and management services. The Consultant’s Project Manager will be responsible for staffing the work and the review of reports for accuracy and completeness prior to submission to the County. The Consultant’s Project Manager will have the final responsibility for quality control.

5.2 Fee/rate Schedule: Hourly rates established under this Contract will include:

A. Administrative items such as fax transmissions, long distance phone calls, mailing services, courier services, and materials required in the preparation of presentations, cost of reports, submittals and other expenses deemed typical in the conduct of business.

B. Transportation to and from job sites, vehicles, fuel, vehicle maintenance, cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support and all overhead and incidental costs.

5.3 The services to be provided under this Contract include but not be limited to the following:

A. Evaluations, investigations, analysis, recommendations, cost and time estimates, testing, reports, studies, designs, preparation of documents (including drawings in latest AutoCAD version and specifications) field inspections and investigation.

B. Preparation of detailed construction documents/drawings, specifications, and bid packages.

C. Professional involvement throughout all phases of the project, including but not limited to development of programs; preparation of reports; periodic progress reports/meetings; processing of invoices for service; timely
processing of project correspondence, Consultants’ requests for payment, and material and equipment submittals.

6.0 EVALUATION OF PROPOSALS & SELECTION PROCEDURES

The Instructions for Submitting Proposals set forth certain criteria which will be used in the evaluation of proposals and selection of the successful offeror. In addition, the criteria set forth below will be considered.

6.1 Proposal Analysis Group

The Proposal Analysis Group (PAG) will include various staff representatives from Bedford County and/or the Bedford Public Library system.

6.2 Schedule

The following schedule is tentative. The number of proposals received will determine actual schedule.

- Proposals Due: August 26, 2016
- Interviews: August 31, 2016
- Award of Contract(s) by Board of Supervisors: Sept 26, 2016

6.3 Proposal Content – Offerors are to make written proposals that present the offerors qualifications and understanding of the work to be performed. Offerors shall provide each of the following items below in the order presented. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive and rejected.

- Do not include cost information in your proposal. This information will be requested from the short listed firms only.
- Do not use Federal Government forms such as Standard Form 330; Architect – Engineer Qualifications in your proposal response.

A. Signature Page

B. Documents: Include required documents but not limited to: Proof of Authority to Transact Business Form, W-9, insurance certificate; Acknowledgement of Addendums

C. Table of Contents

D. Minimum Qualification response

E. Management Skills and Technical Expertise

Include as a minimum:

- Provide a narrative description (maximum of one (1) page per project) of three (3) similar projects that have been successfully completed within the past three (3) years that best illustrate the capabilities of your organization in relation to the RFP Scope of Services. In the project narrative, provide a detailed description of the projects to include the timely delivery of contracted services, completion date, client contact...
information, contract cost and any unique problems encountered and solutions devised.

A successfully completed project shall include: 1) that the project was completed within the contract time, including any owner approved time extensions; 2) that the project was completed at or below the contract award amount, including any subsequent owner approved cost change orders; and 3) that the project was completed in accordance with the contract requirements.

- References: All offerors shall include with their proposals a minimum of three (3) current references from project completed in the last three (3) years. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

- Describe your organization’s quality control program and provide an example of how your quality control program saved client funds or improved the quality of the end product.

- Awards and letters of commendation received.

F. Credentials of the Project Team

Include as a minimum:

- Staffing Plan to support the Scope of Services contained in this RFP. The staffing plan should identify the project manager and project team

- Identify the Project Manager and provide resume along with portfolio of related projects

- Provide resumes of key project staff to include technicians, inspectors and subconsultants. At a minimum resumes should include professional licenses; years of experience, technical certifications and experience related to the requirements in the RFP scope of services.

- Identify subconsultants and previous working experience with subconsultants

G. Task Understanding

Provide a narrative describing how you intend to accomplish task requirements contained in this RFP. Address your understanding of overall RFP requirements.

H. Capability for Timely Response

- Identify primary work location (City/Town and State) of all team members identified in the proposal.

I. Compliance with Contractual Terms
Provide a definitive statement of intent to comply with the Terms and Conditions as delineated in this RFP. If proposed Terms and Conditions are not acceptable as described, Offerors must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those Terms and Conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror’s additional or alternate terms, and conditions may result in rejection of the proposal if provided after proposed submission.

While the County may accept additional or different language, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.

Acknowledge and describe any proposed deviations from Scope of Services.

J. Proposals will be reviewed for: completeness; attention to detail; clarity; organization and appearance. (Specific response to this section not required on proposal)

6.4 Evaluation Process
The PAG will review, and evaluate each proposal and selection will be made for each service group on the basis of the criteria listed below.

A. Management skills, technical expertise, similar projects. (25 points)
B. Credentials of project team. (20 points)
C. Understanding of task requirements. (20 points)
D. Capability for timely response. (5 points)
E. Compliance with contractual terms. (5 points)
F. Overall quality and completeness of proposal. (5 points)
G. Cost of Services. (Short-listed firms only) (20 Points)

Once the PAG has read and evaluated each proposal, a composite preliminary rating will be developed which indicates the group’s collective ranking of the highest rated proposals in a descending order. The preliminary rating will be used to select the offerors for further consideration—the short-list. Thereafter, the PAG will conduct interviews and have discussions with the top ranked offerors (usually the top three (3) to five (5) depending upon the number of proposals received).

6.5 Non-Binding Fee Schedule
If an offeror is selected for interview, that offeror shall submit to the County, in a format provided by the County, within three (3) working days of notification, their non-binding fee/rate schedule. The individual Offeror’s fee/rate schedule shall include a rate for all labor categories listed below.

For proposal evaluation purposes, provide an hourly rate (non-binding) for each of the following representative categories. Minimum experience is indicated in parentheses for each category. Rates included herein should correspond as
closely as possible to the actual rate category identified in the individual offeror's fee/rate schedule even though the category titles may differ.

A. Principal (Corporate Officer or Partner)
B. Project Manager
C. Technical Specialist
D. Field Inspector
E. Technician
F. Administrative

After the interviews are complete, the PAG will finalize the rankings. Final negotiations for a binding fee/rate schedule will begin with the top ranked offerors in each service group. If a Contract acceptable to the County cannot be negotiated at rates that are considered fair and reasonable, negotiations shall be terminated with those offerors and negotiations conducted with the next ranked offeror, and so on. County staff will conduct all subsequent negotiations and will make a recommendation to the Board of Supervisors for the Contract award. The rankings will remain confidential until after the Contract award.

7.0 INSTRUCTIONS TO OFFERORS

7.1 Preparation and Submission of Proposals

A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.

B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.

C. All proposals must be submitted to the Bedford County in a sealed envelope. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.

D. All proposals shall be signed in ink by the individual or authorized principals of the firm.

E. All attachments to the RFP requiring execution by the firm are to be returned with the proposal.

F. Proposals must be received at the County Administration Office prior to 2:00 p.m., local time on date identified on the cover of this RFP. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the County by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
G. Each offeror shall submit one (1) original and three (3) copies of their proposal to the County as indicated on the cover sheet of this RFP.

7.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, all questions must be received by 2:00 p.m. Friday, August 19, 2016. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Any Addendums can be downloaded from www.bedfordcountyva.gov.

7.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an Addendum will be issued. It is the responsibility of the offeror to ensure that he has received all Addenda prior to submitting a proposal. Addendums can be downloaded from www.bedfordcountyva.gov.

7.4 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation will not be subject to disclosure under the Virginia Freedom of Information Act; however, pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

7.5 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.
If a general partnership, any general partner may sign.
If a limited partnership, a general partner must sign.
If a limited liability company, a “member” may sign or “manager” must sign if so specified by the Articles of Organization.
If a regular corporation, the CEO, President or Vice-President must sign.
Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.
7.6 **Withdrawal of Proposals**
A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.

B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

7.7 **County Furnished Support/Items**
The level of support required from County personnel for the completion of each task will be estimated by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these Facilities if the County considers them reasonable, necessary, and available for the offeror to complete its task.

7.8 **Subconsultants**
Offerors shall include a list of all subconsultants with their proposal. Proposals shall also include a statement of the subconsultants' qualifications. The County reserves the right to reject the successful offeror's selection of subconsultants for good cause. If a subconsultant is rejected, the offeror may replace that subconsultant with another subconsultant subject to the approval of the County. Any such replacement will be at no additional expense to the County, nor will it result in an extension of time without the County's approval.

7.9 **Quantities**
The quantities specified in this Request for Proposal are estimated only, and are given for the information of offerors and for the purpose of proposal evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown will not be construed to represent any amount which the County will be obligated to purchase under the Contract, or relieve the Consultant of his obligation to fill all orders placed by the County.

**NO PROPOSAL WILL BE CONSIDERED WHICH STIPULATES THAT BEDFORD COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.**

7.10 **Late Proposals**
LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

7.11 **Rights of County**
The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality means a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality,
quantity, or delivery schedule for the goods, services or construction being procured.

7.12 Prohibition as Subconsultants

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract was awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

7.13 Deviations from Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the Scope of Services will be ruled out and the substitution clearly indicated. The County reserves the right to determine the responsiveness of any deviation.

7.14 Notice of Award

A Notice of Award will be issued following action by the Board of Supervisors.

7.15 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

7.16 Miscellaneous Requirements

A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The County will schedule the time and location for this presentation.

C. The contents of the proposal submitted by the successful offeror as well as this RFP will become part of any Contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a Contract with the County.

D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

7.17 Debarment

By submitting a proposal, the offeror is certifying that he is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.
7.18 Proof of Authority to Transact Business in Virginia

An 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 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 offeror is not required to be so authorized. Any 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 Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at http://www.scc.virginia.gov/default.aspx.

7.19 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of Contract award, this information is required in order to issue payments to your firm. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.

7.20 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.

7.21 Legal Action

No bidder or potential bidder may institute any legal action until all statutory requirements have been met.

7.22 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.

8.0 TERMS AND CONDITIONS

The Agreement for Service (“Agreement” or “Contract”) with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these Terms and Conditions or intending to propose additional or alternative language must (a) identify with specificity the County terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those Terms and Conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror’s additional or alternate terms and conditions may result in rejection of the proposal. While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non negotiable.
8.1 Procedures
The extent and character of the services to be performed by the Consultant will be subject to the general control and approval of the County. The Consultant shall not comply with requests and/or orders issued by other than the Director of Public Works or their authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the County.

8.2 Quantities
The quantities specified in this Agreement are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the term of this Agreement.
Quantities shown will not be construed to represent any amount which the County be obligated to purchase under the Agreement, or relieve the Consultant of its obligation to fill all orders placed by the County.

8.3 Term
The Agreement will cover the period from September 26, 2016 through the completion of the project, including any requested technical support for the first one year period beyond project completion.

8.4 Delay and Delivery Failures
Time is of the essence. The Consultant must keep the County advised at all times of status of parties’ agreement. If delay is foreseen, the Consultant shall give immediate written notice to the County. Should the Consultant fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the County, or should the Consultant fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Consultant shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Consultant from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Consultant’s nonperformance shall be deducted from the balance as payment.

8.5 County Reserved Rights
The County reserves the right, at its sole discretion, to issue Requests for Proposal for similar work and other projects as the need may occur. The County also reserves the right to issue contracts, and to expand or otherwise modify existing contracts, to other Open-End Consultants based on its sole discretion, in consideration of its knowledge and/or evaluation of each Consultant’s qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the County.
8.6 **Material Safety Data Sheets**
By law, the County of Bedford will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Consultant must identify a substitute that will meet the County's criteria for approval.

8.7 **Insurance**

A. The Consultant will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Consultant assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Consultant and all subconsultants shall, during the continuance of the work under the Contract, provide the following liability insurance:
   
   1. Workers’ Compensation and Employer's Liability to protect the Consultant from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
   
   2. Comprehensive General Liability insurance to protect the Consultant, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
   
   3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Consultant.
   
   4. Professional Liability against any and all wrongful acts, errors, or omissions on the part of the Consultant resulting from any action or operation under the Contract or in connection with the contracted work.

C. The Consultant agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General, Automobile and Professional Liability policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy

   1. **Workers' Compensation:**
      
      **Coverage A:**
      
      **Statutory**
Coverage B: $100,000

2. General Liability:
   Per Occurrence: $1,000,000
   Personal/Advertising Injury: $1,000,000
   General Aggregate: $2,000,000
   Products/Completed Operations: $2,000,000
   Fire Damage Legal Liability: $100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:
   Combined Single Limit: $1,000,000

4. Professional Liability
   Per Occurrence: $1,000,000
   General Aggregate: $1,000,000

D. The following provisions shall be agreed to by the Consultant:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Consultant shall furnish a new certificate prior to any change or cancellation date. The failure of the Consultant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

   If the liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Consultant must either:

   a. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract, or

   b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Consultant must disclose the amount of deductible/self-insured retention applicable to the General Liability, Automobile Liability and Professional Liability policies, if any. The County reserves the right to request additional information to determine if the Consultant has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Consultant will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. a. The Consultant agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Consultant's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

5. a. The Consultant will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

b. The Consultant will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Consultant's insurance agent or representative. Any request made under this provision shall be deemed confidential and proprietary.

c. Any certificates provided shall indicate the Contract name and number.

6. 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." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Consultant with the foregoing requirements as to carrying insurance will not relieve the Consultant of their liabilities provisions of the Contract.

E. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
F. Consultant will exercise precaution at all times for the protection of Persons (including employees) and property.

G. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

H. Any loss insured under subparagraph 8.10.B.4 is to be adjusted with the County and made payable to the County as trustee for the requirements of any applicable mortgagee clause.

I. If an "ACORD" Insurance Certificate form is used by the Consultant's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

J. The Consultant agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

8.8 Hold Harmless

The Consultant shall indemnify and hold harmless the County, including its officials and employees, from all liability, losses, costs, damages, claims, causes of action, suits of any nature (specifically including reasonable attorney's fees and defense costs incurred with the defense of third party claims) incidental to or brought as a consequence of any negligent act, error, omission, or breach of the applicable professional standard of care by the Consultant and/or its subconsultants. The Consultant agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section will survive completion of the Contract. The County is prohibited from indemnifying Consultant and/or any other third parties.

8.9 Safety

All Consultants and subconsultants performing services for the County 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 Consultants and subconsultants will 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.

8.10 Notice of Required Disability Legislation Compliance *

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, the County may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on 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.

8.11 Ethics in Public Contracting *

The provisions contained in §§ 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 the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 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 State and Local Government Conflict of Interests Act.

8.12 Employment Discrimination by Consultants Prohibited *

Every Contract of over $10,000 shall include the following provisions:

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, status as a service disabled veteran, 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, shall 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 to meet this requirement.

B. The Consultant will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subconsultant or vendor.
8.13 Drug-free Workplace *

Every Contract of over $10,000 shall include the following provisions:

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 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 subconsultant 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 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.

8.14 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

8.15 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Consultant 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 employment of illegal aliens.

8.16 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Consultant shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Consultant, and the Consultant shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Consultant for incorporation in or use on a construction project. Nothing in this section shall prohibit the Consultant from including its own sales tax expense in connection with the Contract in its Contract price.
8.17 **Ordering, Invoicing and Payment**

The Consultant shall submit invoices on a monthly basis, such statement to include a detailed breakdown of all charges for that monthly period. Invoices shall be based upon completion of tasks and deliverables.

All invoices shall be forwarded to the following address:

Bedford County  
Department of Public Works: General Properties Division  
1377 Falling Creek Road  
Bedford VA 24523

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest will accrue at the rate of one percent (1%) per month for any late payments.

Individual Consultants shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

8.18 **Payments to Subconsultants**

*Within seven (7) days after receipt of amounts paid by the County for work performed by a subconsultant under this Contract, the Consultant shall either:*

A. Pay the subconsultant for the proportionate share of the total payment received from the County attributable to the work performed by the subconsultant under this Contract; or

B. Notify the County and subconsultant, in writing, of his intention to withhold all or a part of the subconsultant's payment and the reason for non-payment.

The Consultant shall pay interest to the subconsultant on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of one percent (1%) per month.

The Consultant shall include in each of its subcontracts a provision requiring each subconsultant to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subconsultant.

The Consultant's obligation to pay an interest charge to a subconsultant pursuant to this provision may not be construed to be an obligation of the County.

8.19 **Substitutions**

NO substitutions, additions or cancellations, including those of key personnel, are permitted after award without written approval by the Division of Procurement.

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Where specific employees are proposed by the Consultant for the work, those employees shall perform the work as long as that employee works for the Consultant, either as an employee or subconsultant, unless the County agrees to the substitution. Requests for substitutions shall be reviewed and may be approved by the County in its reasonable discretion.

8.20 Assignment *

The Agreement may not be assigned in whole or in part without the prior written consent of the County. The rights and obligations of the Consultant are personal and may be performed only by the Consultant. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

8.21 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties will negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant will not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

8.22 Contractual Disputes *

The Consultant shall give written notice to the County of his intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Consultant shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the County by US Mail, return receipt requested, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Architectural & Engineering Services for the Design of a New Community Branch Library & Renovations to the County's Former Nursing Home
County will reduce his/her decision to writing and mail via U.S. mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of the County's receipt of the claim.

The County's decision will be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator will render a decision within sixty (60) days of receipt of the appeal.

No Consultant may institute any legal action until all statutory requirements have been met. Each party will bear its own costs and expenses resulting from any litigation, including attorney’s fees.

8.23 Construction Bidding Redesign

If all construction proposals received exceed the County's construction budget by ten percent (10%) or more, the Architect/Engineer A/E shall redesign as required to provide a facility within the budgeted funds at no additional cost to the County.

8.24 Prime Consultant Responsibilities

The Consultant(s) will be responsible for completely supervising and directing the work under the Contract(s) and all subconsultants that they may utilize. Subconsultants who perform work under the Contract will be responsible to the prime Consultant. The Consultant agrees to be fully responsible for the acts and omissions of their subconsultants and of persons employed by them.

8.25 Cost Proposals/Response Time

A. The County will notify the applicable Consultant when work is required. The Consultant shall respond to the County within forty-eight (48) hours after notification. The County will then schedule a meeting with the Consultant and the proper County representatives to discuss the work required. Based upon those discussions, the Consultant shall submit to the County a lump sum cost (not to exceed) proposal to perform the work based upon their fixed hourly rates contained in the Contract. The estimate shall contain the estimated number of hours broken out by category of service, Consultant hourly rates for each category, a narrative describing work to be performed, schedule for completion of the scope of work and all non-labor related costs. All costs to complete the task must be identified in the cost proposal. No project costs are to be considered “reimbursable” and left out of the task order cost proposal. After review and acceptance of the proposal, the County will issue a purchase order to perform the work. The proposals shall be prepared at no cost to the County. Subconsultant mark-ups cannot exceed ten percent (10%).

When the scope of services involves work of such nature that the Consultant cannot reasonably estimate the time which would be required to provide the services, the County may agree to an Hourly Rate Purchase Order based on the actual hours worked times the hourly rates indicated in the Consultant's binding fee schedule and other approved expenses. A maximum Purchase Order fee or cost not to exceed limitation will be agreed
upon for Hourly Rate Purchase Orders. When an Hourly Rate Purchase Order is used, the Consultant shall submit detailed time records, documentation for other expenses, and such other evidence as the County may require supporting its billing request.

B. For services required by the County that require labor categories not specifically identified in the Contract Labor Categories but covered under the Scope of Services, the Consultant shall submit to the County Project Manager, in the task order cost proposal, detailed costs for these services. Any additional labor categories and fixed hourly rates developed apply only to the specific task order unless added to the contract by amendment.

C. **Emergency Response:** In the event of a catastrophic event or other condition where the County Administrator has declared an emergency and there exists a need to use professional engineering services to assist in resolving the emergency, the Consultant shall respond within two (2) hours of notification.

D. Travel expenses, not including to and from the job site, must be included in the task order cost proposal if required and will be based upon the current County per diem rates.

8.26 **Ownership of Documents**

Any reports, specifications, blueprints, negatives or other documents prepared by the Consultant in the performance of its obligations under the Contract shall be the exclusive property of the County, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant’s obligations under the Contract without the prior written consent of the County. Documents and materials developed by the Consultant under the Contract shall be the property of the County; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. The County agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.

8.27 **Submissions**

All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the County’s Project Manager for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the County’s Project Manager.

8.28 **Responsibility for Claims and Liabilities**

The County’s review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out the Contract. The Consultant shall be and remains

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liable to the County for the accuracy and competency of plans, specifications, or other documents or work and Consultant is responsible for to the County for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

8.29 Severability *

In the event that any provision will be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling will not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

8.30 Governing Law/Forum

This Agreement will be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Bedford. Consultant expressly waives any objection to venue or jurisdiction of the Bedford County Circuit Court, Bedford County, Virginia. Consultant expressly consents to waive service of process in an action pending in the Bedford County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

8.31 Notices

All notices and other communications hereunder will be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONSULTANT: TBD

TO COUNTY: County of Bedford, Virginia
122 East Main Street
Bedford VA 24523

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

8.32 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or the County, the Consultant shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

8.33 Authority to Transact Business in Virginia *

A Consultant organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 Architectural & Engineering Services for the Design of a New Community Branch Library & Renovations to the County's Former Nursing Home
or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

8.34 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

8.35 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County Facilities. Contractor shall only use those designated smoking areas. Certain County Facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County’s no smoking policies may lead to removal of Contractor employees and possible Contract termination.

8.36 Confidentiality

A. Consultant Confidentiality

The Consultant acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County. Therefore, except as required by law, the Consultant agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.

2. Access or attempt to access information beyond their stated authorization.

3. Disclose to any other person or allow any other person access to any information related to the County or any of its Facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or another transmission or sharing of data.

The Consultant understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the
Consultant understands that violations of this provision may result in termination of the Agreement.

The Consultant understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent’s written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

8.37 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this Contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this Contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Consultant has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the Contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.
8.38 **Survival of Terms**

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Warranties, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

8.39 **Non-Waiver**

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.
Bedford County, Virginia

Department of Public Works: General Properties Division

**Architectural & Engineering Services: New Montvale Library & Renovations to Former Nursing Home**

THE FIRM OF: ________________________________

Address: ________________________________

________________________________________

FEIN: ________________________________

Hereby proposes to provide the requested services as defined in this RFP

I understand that the omission of any items listed below from this proposal may be cause for rejection of the proposal as nonresponsive. I have ensured that I have received and acknowledged any and all Addenda.

A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

   ITEM:        INCLUDED: (X)
   1. W-9 Form: ______
   2. Certificate of Insurance: ______
   3. Addenda, if any (Informality): ______

B. Failure to provide the following items with your proposal will be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal.

   ITEM:        INCLUDED: (X)
   1. Addenda, if any: ______
   2. Payment Terms: ______ net 30 or ______ Other
   3. Proof of Authority to Transact Business in Virginia Form: ______
   4. Proposal: ______
      (One original and three copies)

*Note: Fees are not to be included with this proposal. The County will negotiate with the highest ranked offerors to establish fixed rates.*

Person to contact regarding this proposal: ________________________________
Title: ___________________ Phone: _______________ Fax: __________________

Email: ________________________________________________________________

Name and title of person authorized to bind the offeror:

Name: ___________________ Title: ___________________

Signature: ___________________ Date: ___________________

*By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents and that your Firm is not currently Debarred by a local or state government or the Federal Government.*
PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/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/proposal the identification number issued to it by the State Corporation Commission (“SCC”). Any bidder/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 offeror is not required to be so authorized. Any bidder/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 Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Bedford, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder’s/offeror’s Identification Number issued to it by the SCC is ______________________.

B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder’s/offeror’s Identification Number issued to it by the SCC is ______________________.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

________________________________________
Legal Name of Company (as listed on W-9)

________________________________________
Legal Name of Bidder/Offeror

________________________________________
Date

________________________________________
Authorized Signature

________________________________________
Print or Type Name and Title