



Request for Proposal (RFP)# 15-18
for
Conceptual Architectural Design Assistance for CDBG
Planning Grant
Issue Date: May 1, 2015
Proposal Due Date and Hour: May 21, 2015 3:00 p.m.

Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

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Conceptual Architectural Design Assistance for CDBG Planning Grant

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COUNTY OF MONTGOMERY, VIRGINIA
RFP # 15-18

ISSUE DATE: MAY 1, 2015

Conceptual Architectural Design Assistance for CDBG Planning Grant
(TO BE COMPLETED AND RETURNED)

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Heather M. Hall, C.P.M., Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: hallhm@montgomerycountyva.gov

DUE DATE: Sealed Proposals will be received until **May 21, 2015**, up to and including **3:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179**. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

COUNTY OF MONTGOMERY
RFP# 15-18

Conceptual Architectural Design Assistance for CDBG Planning Grant

I PURPOSE: The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for conceptual architectural design assistance for an anticipated CDBG Planning Grant for the County of Montgomery, Virginia herein after referred to as "County."

II BACKGROUND:

Montgomery County is located in the southwestern part of Virginia in the region known as the New River Valley. This region takes its name from the New River, the nation's oldest and the world's second oldest river, and includes the counties of Floyd, Giles, Montgomery, Pulaski, and the City of Radford. The County has a land area of 393 square miles and lies in the broad picturesque area between the Appalachian Plateau and the Blue Ridge Mountains. Topography varies from gently rolling to steep mountainous terrain, with elevations varying from 1,300 to 3,700 feet above sea level. The majority of the County is at an elevation of 2,000 feet.

Today the Towns of [Blacksburg](#) and [Christiansburg](#), the County seat, are the population centers of the County and are located approximately 35 miles southwest of the City of Roanoke. Blacksburg is home to [Virginia Polytechnic Institute and State University](#) (Virginia Tech). Founded in 1872 as a land-grant college, Virginia Tech is the largest university in Virginia and one of the country's leading research institutions. The County had a 2013 population of 96,867. (This includes two incorporated towns, Blacksburg and Christiansburg, with a combined population of approximately 63,661

The County is governed by an elected seven member Board of Supervisors who appoints a County Administrator.

III STATEMENT OF NEED:

Montgomery County is supporting a community based effort to include local food-based businesses as part of the redevelopment of the old Prices Fork elementary school. As part of this effort Montgomery County has applied for a planning grant from the Department of Housing & Community Development through its Community Development Block Grant program to assist with the submittal of an Appalachian Regional Commission grant in September 2015.

Montgomery County is requesting proposals from consultants to provide the following assistance contingent on receiving the planning grant:

Architectural Design

- a. experience designing community and commercial spaces
- b. familiarity with historic tax credits preferred
- c. green building experience preferred

Work is anticipated to begin in early summer. Submittals should address the items above and must be limited to no more than five pages, not including references.

IV PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and four (4) electronic copies of each proposal must be submitted to:

Heather M. Hall, C.P.M., Procurement Manager
Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

Identify on outside of envelope: **Sealed RFP # 15-18**

RFP Due date/Opening date and hour: **May 21, 2015, 3:00 P.M.**

The Offeror shall make no other distribution of the proposal.

2. Proposal Preparations:

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manager will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals will be reviewed and evaluated by a Committee as designated by the County.
 - c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials 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 an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time 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 rejection of the proposal.
- B. SPECIFIC REQUIREMENTS:** Proposals should be as thorough and as detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:
1. The return of the RFP general information form and addenda, if any, signed and completed as required.
 2. Please provide four (4) recent references, similar to Montgomery County, for whom you have provided the type of services described herein. This includes experience designing community and commercial spaces and any familiarity with historic tax credits and/or green building experience. Include the date(s)

services were furnished, the client name, address and the name, phone number and email address of the individual Montgomery County has your permission to contact.

3. Expertise and experience of the firm relative to the scope of services contained in this RFP. This section should include recent project information of similar type completed by the firm along with the name and telephone number of the point of contact for each project.
4. Financial responsibility of the firm. The firm shall agree to carry professional liability insurance in an amount not less than 5% of the estimated cost of the total contracts that may be awarded, but in no event shall the amount of professional and liability insurance be less than \$5,000,000. The amount of insurance shall remain in effect throughout the period of responsibility of the project involved in accordance with the statute of limitations or for ten (10) years from the issuance of the Certificate of Completion, whichever is shorter. Liability insurance in excess of the minimum requirement shall be a point of consideration in negotiations between the County and the firm.
5. Geographic location of the firm relative to the County's location. The firm should include a street address of the office proposed to handle the work.
6. Number and type of projects within the past five years completed relating to the project as outlined in the scope of services.
7. Number, type, and value of current projects to include point of contact and telephone number for each project.
8. Past cost performance, scheduling performance, and general performance on past projects, to include all public projects in the past (3) years directly related to addressing the scope of service required for the RFP. This information should include the contact name and number for each project.
9. Identification and statement of qualifications of the principal architects/engineers and project team members who will be assigned to the project(s) for actual "hands on" work, as well as the principal assigned the project(s) for oversight responsibilities.
10. Identification and statement of qualifications of all additional associated architects/engineers, if any, to be used on the project(s) along with a description of their role(s) on the project team.
11. Size of the firm relative to the size of the project(s).
12. Current workload and ability to complete project(s) in the required time.
13. Site Visits: As requested by the County, the Offeror will arrange site visits to similar sites the firm has completed.

V. EVALUATION AND AWARD OF CONTRACT:

A. AWARD OF CONTRACT: The County shall engage in individual discussions and interviews with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Offerors are encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed contract as well as alternate concepts. Proprietary information from competing offerors (including any data on estimated man hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the

public or to competitors provided such information is duly marked as "Proprietary Information" by the Offeror and the designation is justified as required by §2.2-4342.D., *Code of Virginia*, as amended. At the conclusion of the informal interview, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the County shall rank, in the order of preference, the interviewed offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a fee considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated a fair and reasonable fee. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

B. Evaluation Criteria: Proposals shall be evaluated by the County using the following criteria:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1. Expertise, experience, and qualifications of the firm's personnel in providing services as related to the Scope of Services	40
2. Geographical location of the firm relative to the project location. Current and projected work loads and ability to complete the work in a timely manner.	5
3. Special experience and qualifications of the firm and proposed consultants as related to the Scope of Service.	40
4. Architect's overall suitability to provide the services for this project within the time, budget, and operational constraints that may be present, and the comments and/or recommendations for the architect's previous clients, references and others.	10
5. Financial responsibility of the firm as evidenced by the A/E carrying Professional Liability Insurance.	5

VI RESERVATION OF RIGHTS: Montgomery County reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest.

VII QUESTIONS: Please submit all questions no later than Wednesday, May 13, 2015. No questions will be answered after this date unless the due date gets extended due to questions raised prior to May 13.

VIII CONTRACT ADMINISTRATION: Emily Gibson, Planning Director or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or her designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

**ATTACHMENT A
TERMS AND CONDITIONS**

GENERAL TERMS AND CONDITIONS

http://www.montgomerycountyvva.gov/filestorage/1146/98/175/703/rfp_terms_and_conditions.pdf

SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
2. **AUTHORIZED USERS:** Additional State agencies, institutions and/or other public bodies may be added or deleted to receive the goods or services resulting from this solicitation. The addition or deletion of authorized users shall be made only by written modification to the contract. Such modification shall name the specific agency added or deleted and the effective date.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

Montgomery County
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Montgomery County Purchasing Department.

6. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor.

Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.

7. **INSURANCE:**

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00

The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

8. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

9. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal received in response to this solicitation shall be valid for (120) days. At the end of the (120) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

10. **SEVERAL LIABILITY:** Montgomery County will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

**ATTACHMENT B
COUNTY OF MONTGOMERY
STANDARD CONTRACT**

Contract Number:

This contract entered into this ___ day of, 201__, by _____ hereinafter called the "Contractor" and the County of Montgomery, called the "County".

WITNESSETH that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated _____, together with all written modifications thereof, the proposal submitted by the Contractor dated _____ and the Contractor's letter dated _____, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF MONTGOMERY:

By: _____ By:

Title: _____ Title: