



REQUEST FOR PROPOSALS TITLE PAGE

Include This Page as the First Page in Your Proposal Response

City of Lynchburg, Virginia Procurement Division

Proposal Title: Architectural and Engineering Services for the Information Technology Center

This is the City of Lynchburg's **Request for Proposals No. 2017-029, issued October 10, 2016**. Direct inquires for information to: Tomek Kruszec; Tomek.Kruszec@lynchburgva.gov; Phone: 434-455-4233; Fax: 434-845-0711. All responses to this solicitation shall be in strict accordance with the requirements set forth in this bid document and the ensuing contract documents. Any alteration or changes to this Request for Proposals will be made only by written addendum issued by the City of Lynchburg Procurement Division.

An optional Pre-proposal Conference to include a tour of the building will be held for this RFP on **Monday, October 24, 2016, 11:00 a.m. at the site of the project: 3550 Young Place, Lynchburg, Virginia.**

Sealed proposals will be publicly accepted prior to **4:00 p.m., Thursday, November 10, 2016**, however only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. All Offerors are responsible for obtaining issued addenda from the City's Purchasing Division website: www.lynchburgva.gov/current-solicitations.

Acknowledge receipt of addenda here: No. _____ Date: _____ No. _____ Date: _____

Submit Proposals: **BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:**

Procurement Division
Third Floor City Hall
900 Church Street
Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s):

See Section I.B. for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____ Date: _____

Address: _____ Phone: () _____

_____ Fax: () _____

Signature: _____

Typed or Printed Name, Title

City's Purchasing Buyer Signature

I. SUBMISSION OF PROPOSALS

- A. **An original (1), so marked, and (5) copies, so marked, for a total of (6)** of your proposal document are required. In addition, submit one (1) copy of proposal in an electronic format, CD in Microsoft Word format or PDF file format must also accompany your proposal. The City will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the City to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- B. **Submission of Proprietary Information**
Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary (Section 2.2-4342 F. of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.
- C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- D. The City reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the Successful firm. The City reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interest.
- E. By submitting a proposal response, the Offeror agrees that the **proposal response will not be withdrawn for a period of 90 days** following the due date for proposal responses.
- F. By submitting a proposal response, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the City.
- G. By submitting a proposal response, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting firm in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- H. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal response. All proposals submitted will become the property of the City.

II. GENERAL INFORMATION AND OBJECTIVE

The City of Lynchburg's Information Technology Center is a two story Butler Building located at 3550 Young Place in the city of Lynchburg. It was previously the home of NTS Marketing and was purchased by the City in 2007. At this time, renovations were made to reconfigure areas of the building and add office space.

The intent of this project is to add an elevator and additional office and meeting space to the first and second floors by utilizing part of the Conference Center and adding a partial second floor amounting to estimated square footage of 1,875 on each of the two floors. The building is occupied during weekdays between the hours of 7 AM and 6 PM. The building presently has an estimated 24,000 square feet of finished space and a warehouse with an estimated 5,000 square feet.

The first level of the building houses a large Conference Center, Computer Training Center, small conference rooms, cafeteria, offices for City Schools technology staff and the warehouse. The second floor houses several small conference rooms, kitchenettes, offices for the City's technology staff and Data Center.

Design drawings are available for the original NTS Marketing building, however there are no existing building drawings to verify if the building was originally built as designed or designed for the addition of a second floor in this area. As-built drawings for renovations made in 2008 are also available. Concept drawings produced by Architectural Partners, PC and a preliminary engineering investigation conducted by Nolen Frisa Associates in May 2016 are available. These will be posted to the City's Procurement Website.

This project will be phased and subject to available funding for the construction and Project Administration phase projected for Fiscal Year 2018.

III. SCOPE OF SERVICES

The intent of this Request for Proposals is to obtain services from qualified architects and engineers duly licensed to conduct businesses in the Commonwealth of Virginia, for the completion of final design and for the additions to the City's Information Technology Center.

This project will be managed in the following phases:

Preliminary Design Phase:

1. Conduct and facilitate meetings with City staff to review project goals, tasks and schedules.
2. Conduct necessary field work to determine if the existing columns/footings will accommodate a second floor.
3. Identify any components of the project that will be needed to bring the building into compliance with relevant codes and laws.
4. Review preliminary drawings and develop 50% drawings, proposed construction schedules and estimated costs to modify the building.
5. Review 50% drawings with staff to garner comment and feedback.

Final Design Phase:

1. Develop 80% drawings, cost estimates and schedules. Meet with staff to garner comment.
2. Develop final drawings and construction specifications.
3. Review all drawings with appropriate agencies and committees as required, including City staff project team and the City's Technical Review Committee and make necessary changes and/or alterations.
4. Print and provide necessary copies of all drawings and final specifications
5. Drawings shall be prepared in the latest available version of AutoCAD.

6. An electronic version of all drawings (PDF) shall be submitted to the City's Procurement Office for bidding purposes.
7. 1 Mylar copy and 5 regular copies of the construction drawing sets shall be furnished to Information Technology Department (along with an electronic version in both PDF and the latest AutoCAD).

Project Administration:

1. Assist the City with conducting pre-bid meeting.
2. Assist the City with conducting pre-construction meeting.
3. Review shop drawings, monthly payment requests for information, and change orders as authorized by the City.
4. Perform weekly site inspections and meetings as necessary during construction phase. Submit weekly reports to city staff.
5. Be available as needed by the contractor for guidance and consultation, while in communication with city staff, regarding atypical or unforeseen circumstances.
6. Perform/develop final punch list and verify completion with city staff prior to final payment to contractor.
7. Design firm shall provide measurement and verification that the completed project performs as designed. All close out documents including test and balance reports, warranties, etc. shall be presented to the city upon completion of the project and punch lists.

MANDATORY REQUIREMENTS:

1. Compliance with all applicable terms of this RFP and the subsequently negotiated Contract.
2. Compliance with all applicable standards of the associated profession
3. Compliance with all applicable Federal, State and local laws
4. Minimize disruptions to normal weekday operations, possibly scheduling any major disruptive work to evenings or weekends.

V. PROPOSAL PREPARATION

The proposal response must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

Offerors should organize their proposals using the format described below:

A. Title Sheet

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGE** of this solicitation and include it as the first page of your proposal response. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided. **Offeror's shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information.**

B. Project Methodology

Briefly describe your firm's general approach to providing these services (use exhibit if appropriate).

C. Project Schedule

Provide a time line and schedule applicable for the proposed project. The Offeror shall submit a detailed schedule for tasks to be performed including time for presentations, critical points in the process and consultations with City staff.

D. Experience of the Offeror in Providing This Service

Include a brief statement of the Offeror's experience in providing the services stated in the Scope of Services. If any subcontractor firms will be used, they should be identified and their qualifications included in the proposal response. Include experience of key individuals to be assigned to this contract, emphasizing their experience in working with similar contracts and local governments. Show only experience directly related to their assigned duties under the proposed contract.

Explain how the project team will be organized, who will fill each appropriate role and what portion of each individual's time will be devoted to a given phase of this project.

E. References

Provide a list of clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, facsimile number, description of type of services performed, and person the City may contact.

F. City Staff Assistance

Explain anticipated involvement of City of Lynchburg staff.

G. Insurance

The selected firm shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect himself and the City from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractor firms or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability) and Automobile Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The selected firm shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured. The selected firm shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

VI. CRITERIA FOR PROPOSAL EVALUATION AND METHOD OF AWARD

Evaluation Criteria

The following criteria will be used in the evaluation and rating of proposals for the selection of a Consultant for the proposed project:

- A. Proven management skills and technical competence, including specialized experience in the design of general office and building design.
- B. Demonstrated performance in providing well organized, accurate, and fully coordinated construction and planning documents; and projects delivered on-time and within budget.
- C. Credentials of project team, including: project manager's and major sub-consultant's portfolio of related projects; history of the proposed team working together on past projects, particularly as related to prior work of this nature
- D. Overall quality of references showing a proven history of managing building renovations.
- E. Demonstrated understanding of task and requirements as depicted in the proposal. Overall quality and completeness of proposal

Method of Award

Following evaluation of the written proposals as submitted, selection and interviews shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, and respondents ranked 1, 2, 3, (or more). Negotiations shall then be conducted with the firm ranked number 1 in an attempt to reach an agreement to provide the services. After negotiations have been conducted with the top ranked firm, if an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations begun with the firm ranked number 2. This procedure will continue until an agreement is reached or negotiations are terminated and the services resolicited. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

VIII. GENERAL TERMS AND CONDITIONS

A. Subcontracting and Assignment of Work

The successful firm shall not subcontract or assign portions of the work, other than those specifically defined in the CONTRACT, without the express written consent of the City. A description of any work the Offeror proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor firm will assign to the project. All work performed by any subcontractor firm shall be coordinated by the successful firm and the successful firm will be responsible to the City for all work performed by any subcontracting firm or special consultant.

B. Payment for Services

Payments to the successful firm shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City. The successful firm's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The successful firm agrees to retain all

records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

C. Independent Successful firm

The successful firm is an independent successful firm and nothing contained in a subsequent CONTRACT shall constitute or designate such firm or any of its agents or employees as employees of the City.

D. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Successful firm in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City shall be given to the City of Lynchburg, Procurement Manager, 900 Church Street, Lynchburg, VA 24504. The Successful firm agrees to notify the City immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

E. Termination and Ownership of Documents

The City reserves the right to terminate the contract upon written notice to the Successful firm. In the event of termination pursuant to this paragraph which is not the fault of the Successful firm, the Successful firm shall be paid for all services provided through the date of termination. The contract will terminate immediately upon failure of the City of Lynchburg, City Council to appropriate funds for its continuance.

The Successful firm agrees that all information and materials gathered and/or prepared by or for it under the terms of the CONTRACT shall be delivered to, become and remain the property of the City upon completion of the work or termination of the CONTRACT. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Successful firm.

F. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

G. Additional Services

The City may add to the Scope of Services or make changes in the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

H. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

I. Licenses and Permits

The Successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

J. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the Successful firm agrees as follows:

- a. The Successful firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful firm. The Successful firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Successful firm, in all solicitations or advertisements for employees placed by or on behalf of the Successful firm, will state that such Successful firm is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Successful firm will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

K. Payments to Successful firms

In accordance with Virginia Code Section 2.2-4354 the Successful firm agrees that:

1. Should any contractor be employed by the Successful firm for the provision of any goods or services under this Contract, the Successful firm agrees to the following:
 - (a) The Successful firm shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or
 - (2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractors firm's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg, Procurement Manager, 900 Church Street, Lynchburg, VA 24504.
 - (b) The Successful firm shall pay interest to the subcontractors firm, at the rate of one percent per month on all amounts owed to the subcontractors firm that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
 - (c) The Successful firm shall include in each of its subcontracts a provision requiring each subcontractors firm to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.
 - (d) The Successful firm's obligation to pay an interest charge to a subcontractors firm shall not be an obligation of the City.

- (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.
- L. Contractual Claims
Any claims by a contractor or anyone claiming on the contractor's behalf against the city arising under or relating to any contract between the city and the contractor shall only be resolved as described in the City of Lynchburg's Procurement Ordinance Sec. 18.1-7 Alternative policies on claims in lieu of Va. code § 2.2-4363, Va. code § 2.2-4364 E, and Va. code § 2.2-4365 through § 2.2-4366.
- M. Taxes
The Successful firm shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Successful firm and not of the City and the City shall be held harmless for same by the Successful firm.
- N. Indemnification
To the fullest extent permitted by law, the Successful firm, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Successful firm's performance (or nonperformance) of the agreement terms or its obligations under this agreement.
- O. Contract Assignment
The resultant contract may not be assigned, in whole or part, without the written consent of the City.
- P. Royalty and License Fees and Copyright, Trademark and Patent Protection
The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.
- Q. Responsibility for Property
The Successful firm shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.
- R. Precedence of Documents
The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror's response to the Request for Proposals.