

Request for Proposal #0017901

for

Multidisciplinary Design Services

May 19, 2011

Commodity Code: 92500

REQUEST FOR PROPOSALS

RFP#0017901

Issue Date: May 19, 2011

Title: TERM CONTRACT FOR ARCHITECT / ENGINEERING MULTIDISCIPLINARY DESIGN

SERVICES

Commodity Code: PROFESSIONAL SERVICES

Issuing Agency & Address: Virginia Polytechnic Institute and State University

Purchasing Department (0333)

270 Southgate Center, Blacksburg, VA 24061

Location of Work: Virginia Polytechnic Institute and State University

Period Of Contract: One Year Term with the option for up to a maximum of four (4) one year term renewals

All inquiries for information should be directed to:

Gregory A. Pratt, VCO, VCCO

Assistant Director of Purchasing – Facilities Support Phone: 540-231-7852 Email: gregp65@vt.edu

Or

Jim McCoy, Contracts Manager,

University Planning, Design and Construction

Phone: 540-231-4215

<u>IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVER TO:</u>

Virginia Polytechnic Institute and State University Purchasing Department (0333), Attn: Gregory A. Pratt 270 Southgate Center Blacksburg, VA 24061

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

Sealed proposals for furnishing the services described herein will be received until <u>3:00 p.m. local time</u> on June 20, 2011. **Proposals must reach the above address by the deadline stated.** No other distribution of the proposals shall be made.

In compliance with this Request For Proposals, which includes the attached Table of Contents and all provisions and appendices attached and referenced therein, and subject to all the terms and conditions set forth herein, the undersigned offers and agrees to furnish the services <u>described in the RFP cited above and submit this signed proposal which includes this completed and signed page, the completed and signed Forms AE-1, AE-2, AE-3, AE-4, AE-5 and AE-6 and other data as required by the RFP. It is understood that this proposal and the scope of services may be modified, by mutual agreement in subsequent negotiations.</u>

Name And Address Of Proposer:	Date:
	By(Signature in Ink) Typed Name:
Zip:	Title:
FEIN/SSN #	Telephone No.()

 $\underline{PRE-PROPOSAL\ CONFERENCE} : \ \textbf{An optional pre-proposal conference will be held on June 1, 2011\ at\ 11:00\ in\ the\ Sterrett\ Facilities\ Complex\ Classroom.}$

I. APPLICABILITY OF THE A/E MANUAL

The Commonwealth of Virginia Construction and Professional Services Manual – 2004 Edition, Chapters 1 through 10 (the A/E Manual) shall apply to the contract awarded pursuant to this RFP and is incorporated by reference herein in its entirety.

Proposer's attention is directed to Chapter 2, Definitions, for definitions of terms used in this RFP. The terms "Agency" and "Owner" are used interchangeably in the material referenced in this RFP and mean the public body issuing this solicitation for services and with whom the successful A/E Proposer will enter into an agreement. For purposes of clarity and uniformity in this RFP, only the term "Agency" will be used herein.

Proposer's attention is also directed to Chapter 3, General Terms and Conditions for Professional Service Contracts.

II. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish one or more contracts through competitive negotiations for Professional Multidisciplinary Design Services by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

Virginia Tech often needs professional architectural and/or engineering assistance for discrete, small projects such as investigations, studies, reports, design of small projects, and related services. The aim of this RFP is to contract with an A/E (either a single full services firm or a lead A/E firm who will partner with other design professionals to create a full services team) who will agree to be available to provide multidisciplinary design services in a timely manner, thereby reducing the Agency's cost and time for advertising and developing numerous RFP's, and generally to increase the Agency's efficiency in obtaining professional services.

The purpose and intent of this RFP is to solicit proposals for a Term Contract for such multidisciplinary professional architectural and engineering services (i.e. architecture, structural engineering, MEP engineering, civil engineering, etc.) to be provided on an "as needed" basis pursuant to Project Orders issued during the contract term. The contract shall be renewable, at Virginia Tech's option, for up to a maximum of four (4) one-year term renewals.

III. AGENCY'S RIGHT TO ISSUE RFP'S AND PROJECT ORDERS:

The Owner reserves the right, at its sole discretion, to issue RFP's for similar work, for other disciplines or types of work, and for other projects as the need may occur. An A/E may have only one A/E Term Contract in their name in effect with an Agency or its subsidiaries or branches at any time. This, however, does not prevent an A/E firm from participating as a team member on one or more other term contracts held by another (lead) firm.

The Owner also reserves the right to issue Project Orders to other A/E's under Term contracts at its sole discretion, based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, location or distance to the project, and other factors as may be pertinent to the particular project. The Owner also reserves the right under the provisions of this Contract to issue a Project Order to the A/E to provide services of a similar type or discipline covered by this RFP to a subsidiary, branch or state agency in the same geographic area.

IV. SCOPE OF SERVICES

The selected A/E shall furnish all expertise, labor and resources, in accordance with the requirements of the A/E Manual, to provide complete multidisciplinary design services necessary for Project Order(s) issued during the Contract Term. The following generally summarizes the types of scopes of services that the A/E may be required to perform, depending on the individual Project Orders:

- A. Provide evaluations, analysis, recommendations, cost and time estimates, reports, feasibility studies, preparation of schematic or preliminary designs, field inspections and investigations, and code compliance investigations.
- B. Provide complete contract documents for small project designs in accord with the procedures of the A/E Manual for projects assigned by the Project Order.
- C. Provide services to investigate problems and prepare recommendations for corrective action.
- D. Prepare an A/E cost estimate for proposed projects.
- E. Prepare feasibility studies for proposed projects.
- F. Other types of professional services of a nature consistent with the intent of the RFP.

Any project order for a feasibility or other study or a schematic or preliminary design issued pursuant to the Term Contract shall not include the right to extend the A/E's scope of services to include full design and construction period services. The A/E shall not, however be prohibited from participating in competitive negotiation procurement for such services.

V. POLICY ON SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES:

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in state procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses is required with any proposal for A/E services where the total A/E contract amount may exceed \$100,000. Since the potential for project orders under the contract exceeds \$100,000, the Proposer provide information on its past utilization of Small, Women, and Minority Owned disadvantaged businesses, and must also state any plans to utilize such businesses and the manner in which they may be utilized under this Contract. Electronic copies of the "Small Businesses and Businesses Owned by Women & Minorities" Data Forms are available for download at the http://forms.dgs.virginia.gov website.

VI. PROPOSAL REQUIREMENTS:

- A. Proposals shall be signed by an authorized representative of the A/E. By submitting a proposal, the proposer certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.
- B. Proposals should be prepared simply and economically, providing a straightforward, concise description of the A/E's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- C. The Respondent's proposal shall include: the completed and signed RFP cover page 1; the completed and signed Forms AE-1, AE-2, AE-3, AE-4, AE-5 and AE-6; and the completed "Small Businesses and Businesses Owned by Women & Minorities" Data form. One (1) manually signed original and five (5) copies of the proposal shall be submitted to the Agency. Each copy of the proposal shall be bound in a single volume where practical.
- D. All documentation submitted with the proposal shall be included in that single bound volume. Elaborate

brochures and other representations beyond those sufficient for presenting a complete and effective proposal are neither required nor desired.

- E. Any information thought to be relevant, but not specifically applicable to the enumerated scope of Work, may be provided as an appendix to the proposal. If publications are supplied by the proposer to respond to a requirement, the response should include reference to the document number and page number. Publications provided without such reference will not be considered relevant to the RFP.
- F. Virginia Tech uses the Wells One Commercial Card system to pay for invoices. Comment on your willingness to use this system for invoice payment.
- G. Virginia Tech may require that invoices from the vendor and their sub contractors be submitted/approved through a web-based pay application system. Comment on your willingness to use this system for invoice submittal.
- H. To reduce the effort and expense of responding to RFP's, provide uniformity in the type information requested, and enhance the review and evaluation process, the **standard Forms AE-1 through AE-6**, **ARCHITECTURAL/ENGINEERING FIRM DATA shall be used by A/E's responding to State agency RFP's**.
- I. Descriptions of these forms and instructions for completing the forms are included in the A/E Manual. Hard copies of Forms AE-1, AE-2, AE-3, AE-4, AE-5 and AE-6 may be found in Appendix B of the Manual. Electronic copies of the "Small Businesses and Businesses Owned by Women & Minorities" Data Forms are available for download at the http://forms.dgs.virginia.gov website.

VII. EVALUATION AND AWARD OF CONTRACTS:

- A. Evaluation Criteria: Proposals shall be evaluated by the Agency using the following criteria:
 - 1. Expertise, experience, and qualifications of the A/E team's personnel in each discipline that may provide services relevant to the RFP.
 - 2. Expertise, experience and qualifications of any special consultants proposed.
 - 3. Geographic location of the A/E team's lead office where work will be performed in relation to the project location(s).
 - 4. A/E's plan to respond to requests for services and ability to complete any Project Orders in a timely manner.
 - 5. Expertise and past experience of the A/E in providing services on other Term Contracts or on projects of similar size, scope and features as those required for the Scope of Services on this RFP.
 - 6. A/E's willingness to provide services on the projects associated with Term Contracts for a reasonable fee as determined by the agency.
 - 7. A/E's recent (past 5 years) experience / history in designing project within the established "Design-not -to -exceed" budget.
 - 8. A/E's experience in providing services in conformance to the State's Construction and Capital Outlay procedures including Codes, Standards, Accessibility and Building Efficiency.

- 9. A/E's Small, Woman-owned or Minority-owned business status as certified by the Virginia Department of Minority Business Enterprises.
- 10. Use of small businesses and businesses owned by women and minorities as consultants, subcontractors, suppliers or support services.
- 11. Size of the firm relative to the size of the project(s).
- 12. Financial Responsibility as evidenced by the A/E carrying Professional Liability Insurance.
- 13. Generally, the selection committee will consider the A/E team's overall suitability to provide multidisciplinary design services for the Term Contract within the time, budget and operational constraints that may be present, and the comments and/or recommendations of the A/E's previous clients, references and others.
- B. AWARD OF CONTRACT: The Agency shall engage in individual discussions and interviews with a minimum of three 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. Proposers shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Proprietary information from competing proposers (including any data on estimated manhours 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 Proposer and the designation is justified as required by §2.2-4342, Code of Virginia, as revised. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Agency shall rank, in the order of preference, the interviewed proposers whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted with the Proposer ranked first to establish an acceptable MOU, including marked up hourly rates considered fair and reasonable, and which compare favorably with the typical labor rates for the various A/E skill levels required for the work. A contract award will be made to that Proposer provided the A/E accepts / agrees to the Project Order #1 offered. Otherwise, negotiations with the Proposer ranked first shall be formally terminated and negotiations conducted with the Proposer ranked second, and so on, until such a contract can be negotiated at a fair and reasonable rates and the Project Order #1 agreed to.

The Agency reserves the right to award one or more contracts as a result of this solicitation.

VIII. FEES:

- A. The Memorandum of Understanding prepared by the Agency will document the negotiated acceptable labor rates for the various A/E classifications/disciplines/skill levels. These rates will be used by the Agency in arriving at lump sum fees and any hourly rate work that is authorized by the Agency for Project Orders issued under the Term Contract resulting from this solicitation.
- B. If a Project Order is to be performed on a lump sum basis, the Agency shall determine a lump sum based on the Scope of Service required, the estimated man-hours required for each classification/discipline/skill level, and the labor rates agreed upon during the contract negotiations.
- C. Any individual Project Order fee shall not exceed \$200,000 and the aggregate total of fees for all Project Orders issued during the Contract Term shall not exceed \$1,000,000.

D. In emergency situations or for investigations or similar work where an estimate of time required cannot reasonably be determined to establish a lump sum fee, the Project Order shall be issued to be paid on an hourly basis per the marked up hourly rates set forth in the attached Momorandum of Understanding (MOU). Such project orders shall usually include a "maximum" or "not-to-exceed" fee amount. The actual Project Order cost shall be based on the A/E's accounting of its manhours expended on the Project Order, submitted by classification, multiplied by the MOU scheduled classification hourly rates.

IX. CONTRACT TERM:

Under this Contract, Project Orders may be issued during the one-year following the date of execution of this Contract. This one-year period shall be referred to as the "Contract Term." If a Project Order is issued during the Contract Term which, in the aggregate total of it, all previously issued Project Orders and any Change Orders to the previous Project Orders, reaches the \$1,000,000 limit, then no further Project Orders may be issued during that Contract Term. It is understood that the A/E's Work under the Project Orders issued may not be completed during the Contract Term; however, all terms and conditions of this Contract, including all rights and obligations, shall survive until the Work is completed, except the Owner's right to issue, and the A/E's right to accept, additional Project Orders.

The Owner may, at its sole discretion, renew the Contract for one additional one year Contract Term provided the option to renew was indicated in the RFP. If the Owner exercises its option to renew, the second Contract Term shall begin one year from the date of the execution of this Contract or the date that the Owner notifies the A/E that the option to renew is being exercised, which ever occurs first. A new aggregate limit of \$1,000,000 shall apply to the second Contract Term, without regard to the dollar amounts of Project Orders issued during the first year of the Contract. Any unused amounts from the first Contract Term are forfeited and shall not carry forward to the second Contract Term. The Owner/Agency may, at its sole discretion, exercise the one year renewal a maximum of four (4) times.

X. PROJECT ORDERS:

The first Project Order will be issued at the same time as the execution of the A/E Term Contract. It will authorize the A/E to perform the Work for a lump sum amount or at the marked up hourly rates agreed to and set forth in the MOU attached to the A/E Term Contract. The maximum fee allowed by law for any Project Order is \$200,000 which includes all fees and reimbursable expenses and contingencies.

It is understood that more than one Project Orders may, at the Owner's sole discretion, be offered to the A/E during the Contract Term. Although the potential exists for multiple project orders during the Contract Term with aggregate fees up to \$1,000,000, the Agency does not represent or guarantee that the A/E will receive more than one Project Order.

XI. CONTRACT ADMINISTRATION:

- A. Jim McCoy, Contracts Manager, University Planning, Design and Construction at Virginia Tech or his designee, will be identified as the Contract Administrator and will use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or his designee, will determine the amount, quantity, acceptability, fitness of all aspects of the services and will decide all other questions in connection with the services. The Contract Administrator, or his designee, will not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. All modifications made must be authorized by the Virginia Tech Purchasing Department through a written amendment to the contract.

XII. eVA BUSINESS-TO-GOVERNMENT CONTRACTS:

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below may be just cause for Virginia Tech to reject your proposal or cancel any resulting contract for default.

Vendors desiring to provide goods and/or services to Virginia Tech should participate in the eVA Internet e-procurement solution and by so doing agree to comply with the following:

- A. Submit a fully executed American Management Systems, Inc. (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- B. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.state.va.us.

XIII. ATTACHMENTS:

Attachment A: "Small Businesses and Businesses Owned by Women & Minorities"

Attachment B: Data Forms AE-1 thru AE-6

Electronic copies of these forms are available for download at the www.dgs.state.va.us website.

NOTE: Hard copies of Forms AE-1, AE-2, AE-3, AE-4, AE-5 and AE-6 may be found in Appendix B of the Manual. Hard copies of the "Small Businesses and Businesses Owned by Women & Minorities" Data Forms may be found in Appendix C of the Manual. Electronic copies of these forms are available for download at the www.dgs.state.va.us website.

ATTACHMENT A

FORMAT FOR DATA ON PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS BY SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information required by one or more of the three categories of businesses contained in this Appendix as applicable to your firm: (1) Participation by Small Businesses; (2) Participation by Businesses Owned by Women; and (3) Participation by Businesses Owned by Minorities.

DEFINITIONS

<u>Period</u> is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

<u>Firm Name, Address and Phone Number</u> is the name, address and business phone number of the small business, women-owned business or minority-owned business with which the offeror has contracted or done business over the specified period or plans to involve on this contract, as applicable.

<u>Contact Person</u> is the name of the individual in the specified small business, women-owned business or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

<u>Type Goods or Services</u> is the specific goods or services the offeror has contracted for from the specified small, women-owned or minority-owned business over the specified period of time or plans to use in the performance of this contract, as applicable. <u>The offeror will asterisk (*) those goods and services that are in the offeror's primary business or industry.</u>

% of Total Contract is calculated by dividing the estimated dollars planned for the indicated firm on this contract by the total offeror estimated price of this contract or by a similar calculation involving work distribution. Do not enter any dollar or manhour figures on the list.

1. PARTICIPATION BY SMALL BUSINESSES

- A. Offeror certified that it () is, () is not, a small business concern. For the purpose of this procurement, a small business is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration. For Architectural and Engineering services, the small business criteria is that the **average gross annual receipts** for the preceding three years **is less than \$2,500,000.**
- B. List small businesses with which the offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD:	From:	To:
LEMOD.	1 10111.	10.

FIRM NAME

ADDRESS & CONTACT TYPE GOODS/ DOLLAR EXPENDITURES

PHONE NO. PERSON SERVICES AMOUNTS FOR GOODS &

SERVICES

1. PARTICIPATION BY SMALL BUSINESSES (cont'd)

C. Describe offeror's plans to involve small businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME

ADDRESS & CONTACT TYPE GOODS/ % OF TOTAL PHONE NO. PERSON SERVICES CONTRACT

2. PARTICIPATION BY BUSINESSES OWNED BY WOMEN

	business. For least 51 perce "control" mea	r the purpose of the towned by a wans exercising the	-	men-owned busine also control and op	ess is a concern that is at perate it. In this context,
	dollar amoun	ts spent with eac able. Offerors a		the most recent 1	d or done business and 2-month period for which mation and expand upon
PEI	RIOD: From	m:	To:		
FIRM N ADDRES PHONE SERVIC	SS & <u>NO.</u>	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% TOTAL CO. EXPENDITURES FOR GOODS &

2. PARTICIPATION BY BUSINESSES OWNED BY WOMEN (cont'd)

C. Describe offeror's plans to involve businesses owned by women in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME

ADDRESS & CONTACT TYPE GOODS/ % OF TOTAL PHONE NO. PERSON SERVICES CONTRACT

3. PARTICIPATION BY BUSINESSES OWNED BY MINORITIES

PERSON

PHONE NO.

For the pur owned and disadvantag similar caus	A. Offeror certifies that it () is, () is not, a minority business enterprise or minority-owned busin For the purpose of this procurement, a minority-owned business is a concern that is at least 51 pe owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or c similar cause. Such persons include, but are not limited to, Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.							
amounts sp	ent with each of thes	se businesses in the r	nost recent 12-m	racted or done business and a nonth period for which data a n and expand upon the follow	are			
PERIOD: Fr	rom:	To:						
FIRM NAME ADDRESS &	CONTACT	TYPE GOODS/	DOLLAR	% TOTAL CO. EXPENDITURES				

AMOUNTS

FOR GOODS & SERVICES

SERVICES

3. PARTICIPATION BY BUSINESSES OWNED BY MINORITIES (cont'd)

C. Describe offeror's plans to involve minority businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME

ADDRESS & CONTACT TYPE GOODS/ % OF TOTAL PHONE NO. PERSON SERVICES CONTRACT