



Request for Proposal # R0014164

**Term Contract for
Architecture/Engineering Professional Services for
Mechanical and Electrical Engineering Services**

Commodity Code: 99250

August 19, 2010

I.

REQUEST FOR PROPOSALS

RFP# 0014164

Issue Date: August 19, 2010

Title: Term Contract for A/E Mechanical/Electrical Services

Commodity Code: **PROFESSIONAL SERVICES**

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

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, VCCO
Assistant Director of Purchasing-Facilities Support
Phone: 540-231-7852 Email: Gregp65@vt.edu

Or

Monte Hager, Assistant Director
Planning, Design and Construction, Phone: 540-231-7514
Email: hagermb@vt.edu

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO:

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

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

Sealed proposals for furnishing the services described herein will be received until **3:00 pm. (local time), September 22, 2010.** Proposals must reach the above address by the deadline stated. No other distribution of 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 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.

Name And Address Of Proposer:

_____ Zip: _____

FEIN/SSN # _____

Email Address: _____

Date: _____

By _____

(Signature in Ink)

Typed Name: _____

Title: _____

Telephone No.(_____) _____

APELSCIDLA BOARD #: _____

PRE-PROPOSAL CONFERENCE: *A pre-proposal conference will not be held.*

I. PURPOSE:

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

Virginia Tech often needs professional mechanical and electrical engineering assistance for small projects such as investigations, evaluation, peer reviews, energy analysis, studies, reports, design projects and related services. The aim of this RFP is to contract with an A/E who will agree to be available to provide those services in a timely manner, thereby increasing the Agency's efficiency in obtaining professional services.

The services shall 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.

II. APPLICABILITY OF THE CONSTRUCTION AND PROFESSIONAL SERVICES MANUAL:

The Commonwealth of Virginia Construction and Professional Services Manual for Architect/Engineers (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.

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

The Agency 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 effect with an Agency or its subsidiaries or branches at any time.

The Agency 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 Agency 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 A/E 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:

- Provide evaluations, analysis, recommendations, cost and time estimates, reports, feasibility studies, preparation of schematic or preliminary designs, field inspections and investigations, and code compliance investigation for Architect and Engineering Projects,
- 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.

- Provide services to investigate problems and prepare recommendations for corrective action.
- Prepare an A/E cost estimate for proposed projects.
- Prepare feasibility studies for proposed projects.
- Other types of professional services of a nature consistent with the intent of the RFP.

Any project order for 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 a 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 required with any proposal for A/E services where the total A/E contract amount may exceed \$100,000. Proposer must also state any plans to utilize such businesses and the manner in which they may be utilized under this Contract. The "Small Businesses and Businesses Owned by Women & Minorities" Data Forms (DGS-30-360) are available for download at the www.dgs.state.va.us website. At this site, click on "find a form", then search for DGS-30-360.

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 (DGS-30-360). (See the Attachments section at the conclusion of this RFP for instructions on how to obtain electronic copies of these forms. One (1) manually signed original and seven (7) 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 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.

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's personnel in each discipline (mechanical and electrical) 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's 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 small 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, developing feasibility and evaluation reports, and providing peer reviews for Commissioning related issues.
8. Use of small businesses and businesses owned by women and minorities as consultants, subcontractors, suppliers or support services.
9. Size of the firm relative to the size of the project(s).
10. Financial Responsibility as evidenced by the A/E carrying Professional Liability Insurance.

- 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 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 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 unless total of fees has been increased by the Director of Bureau of Capital Outlay.
- 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 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 man-hours 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 (unless limit amount is revised by BCOM), 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 Agency may, at its sole discretion, renew the Contract for an additional one-year Contract Term provided the option to renew was indicated in the RFP. If the Agency exercises its option to renew, the next Contract Term shall begin one year from the date of execution of this Contract, or previous renewal, or the date that the Owner notifies the A/E that the option to renew is being exercised, whichever 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 next Contract Term. Subsequent renewals up to a maximum of four (4) one year renewals shall follow the same procedures.

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.

It is understood that more than one Project Orders may, at the Agency'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. Monte Hager, Assistant Director of Business Administration for 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 streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a trading partner within the eVA system.*

There are registration fees and transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/register/vendorreg.htm> and **register both with eVA and Ariba.** *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: eVACustomerCare@dgs.virginia.gov, or call 866-289-7367 or 804-371-2525.

XIII. ATTACHMENTS:

Attachment A: "Small Businesses and Businesses Owned by Women & Minorities"
Form DGS-30-360

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

Note: Electronic copies of these forms are available for download at the www.dgs.state.va.us website. At the website, click on "Find a Form", then search for the form needed (i.e. DGS-30-360, etc)

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

Period 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.

Firm Name, Address and Phone Number 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.

Contact Person 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.

Type Goods or Services 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. The offeror will asterisk (*) those goods and services that are in the offeror's primary business or industry.

% 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: _____

<u>FIRM NAME</u> <u>ADDRESS &</u> <u>PHONE NO.</u> <u>SERVICES</u>	<u>CONTACT</u> <u>PERSON</u>	<u>TYPE GOODS/</u> <u>SERVICES</u>	<u>DOLLAR</u> <u>AMOUNTS</u>	<u>% TOTAL CO.</u> <u>EXPENDITURES</u> <u>FOR GOODS &</u>
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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 &
PHONE NO.

CONTACT
PERSON

TYPE GOODS/
SERVICES

% OF TOTAL
CONTRACT

2. PARTICIPATION BY BUSINESSES OWNED BY WOMEN

- A. Offeror certifies that it () is, () is not, a women's business enterprise or women-owned business. For the purpose of this procurement, a women-owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.
- B. List businesses owned by women 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: _____

<u>FIRM NAME</u> <u>ADDRESS &</u> <u>PHONE NO.</u> <u>SERVICES</u>	<u>CONTACT</u> <u>PERSON</u>	<u>TYPE GOODS/</u> <u>SERVICES</u>	<u>DOLLAR</u> <u>AMOUNTS</u>	<u>% TOTAL CO.</u> <u>EXPENDITURES</u> <u>FOR GOODS &</u>
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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 &
PHONE NO.

CONTACT
PERSON

TYPE GOODS/
SERVICES

% OF TOTAL
CONTRACT

3. PARTICIPATION BY BUSINESSES OWNED BY MINORITIES

- A. Offeror certifies that it () is, () is not, a minority business enterprise or minority-owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51 percent 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 other similar cause. Such persons include, but are not limited to, Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.
- B. List businesses owned by minorities 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: _____

<u>FIRM NAME ADDRESS & PHONE NO.</u>	<u>CONTACT PERSON</u>	<u>TYPE GOODS/ SERVICES</u>	<u>DOLLAR AMOUNTS</u>	<u>% TOTAL CO. EXPENDITURES FOR GOODS & SERVICES</u>
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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 &
PHONE NO.

CONTACT

**TYPE GOODS/
PERSON**

**% OF TOTAL
SERVICES**