

REQUEST FOR PROPOSAL

RFP#1002 - ARCHITECTURAL AND ENGINEERING SERVICES FOR CONSTRUCTION OF A NEW ELEMENTARY SCHOOL

Smyth County Public Schools

A. Proposal Cover Sheet:

Smyth County Public Schools 121 Bagley Circle; Suite 300 Marion, VA 24354 276-783-8865 www.scsb.org	CLOSING DATE: <u>January 15, 2010</u> CLOSING TIME: <u>3:00 P.M.</u> ATTENTION TO: Dr. Jeffrey Cassell, Director of Operations and Finance
The Smyth County School Board reserves the right to accept or reject any and all proposals in whole or in part and waive any informality in the competitive negotiation process. Further, the School Board reserves the right to enter into any contract deemed to be in the best interest of the school division. THIS DOCUMENT CONSTITUTES A REQUEST FOR SEALED PROPOSALS CLEARLY MARKED "RFP#1002 - ARCHITECTURAL AND ENGINEERING SERVICES FOR CONSTRUCTION OF A NEW ELEMENTARY SCHOOL". The purpose and intent of the resulting contractual agreement is for the successful Offeror to provide architectural and engineering services for construction of a new elementary school for the Smyth County School Board. Sealed proposals will be received until 3:00 P.M. on January 15, 2010. Late proposals will NOT be opened or considered. The Smyth County School Board will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal, or in engaging in oral presentation, discussions, or negotiations with the Board or its representatives. Proposals must be in one single bound document. Offerors shall submit one (1) signed original and four (4) copies of their proposal.	
Attachments: Attached to each RFP is an Anti-Collusion Certification Form, Debarment Certification Form, Scope of Services, Selection Process, Code of VA on Ethics in Public Contracting, Central Registry Check Form.	Questions: Any questions regarding the RFP should be directed to Dr. Jeffrey Cassell at 276.783.8865 Ext. 2227.
Proposals may be mailed or delivered to: Dr. Jeffrey Cassell, Director of Operations and Finance 121 Bagley Circle; Suite 300 Marion, VA 24354	
SECTION MUST BE COMPLETED FULLY BY OFFEROR: Company Name: _____ Address: _____ Phone Number: _____ Fax Number: _____ Proposal is valid for 90 days unless a longer period is indicated here _____ days. Name & Title of Authorized Signatory: _____ Signature: _____ Date: _____ Signatory hereby certifies that he/she is authorized to sign on behalf of the company, that he/she has carefully examined all conditions of the proposal and comments attached hereto and made a part hereof, and hereby submits this proposal pursuant to such instructions and requirements.	

B. Proposal Instructions

1. No interpretation of the meaning of the requirements will be made orally to any potential Offeror/Contractor. Request for interpretation must be in writing, email is authorized, addressed to the address indicated above and received by the Smyth County School Board **no later than Seven (7) days prior** to the date of proposal opening. Proposals must be submitted in accordance with the instructions provided herein. All requested information must be submitted and complete. Failure to submit complete and accurate information may result in the proposal being rejected as non-responsive.
2. Your proposal must be signed, sealed, and received at the Smyth County School Board Office – 121 Bagley Circle, Suite 300, Marion, VA 24354 prior to the date and time due. The Offeror's name, the proposal number, and the opening date and time must be shown clearly on the face of the envelope or package containing your proposal. Proposals offered by telephone, email or facsimile will not be accepted. Proposals delivered in person must be given to the Clerk of the Board and the individual delivering the proposal must sign the vendor log to verify delivery of the proposal. All proposals will be publicly opened and identified at the prescribed time and date; however, the proposals may not be read in their entirety nor open to public inspection at that time. After the award is announced, all proposals will be made available for inspection by all Offerors. After the award is announced, proposals will be open to inspection by the public. Therefore, any Offeror who wishes to keep confidential any trade secrets or specific proprietary information must make such request **prior** to or upon submission of the data or materials. Offerors must identify the specific information to be kept confidential and state specifically the reasons why such information should be kept confidential and not subject to disclosure by the School Board pursuant to a request for such information pursuant to the Virginia Freedom of Information Act or any other state or federal law. **The identification of the entire proposal as proprietary or confidential is not acceptable and may result in the rejection of the proposal.**

One (1) signed original and four (4) copies of the proposal shall be submitted to the Smyth County School Board. Original proposals signed with facsimile stamps are not acceptable. To insure legibility, all information submitted, including prices should be typed. When practical, each copy of the proposal shall be bound in a single volume. All documentation submitted with the proposal shall be bound in that single volume. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. Emphasis should be on completeness and clarity of content. Provision of any information thought to be relevant but not applicable to the enumerated scope of work should be included as an appendix to the proposal. If the Offeror furnishes publications to respond to a requirement, the Offeror should include reference to the applicable part of the Request for Proposal (RFP) by section/subsection title, number and page number. Any publication not referenced as required by this paragraph shall not be considered as part of the proposal.

3. To be complete, a proposal must include the following, formatted and submitted in tabs as noted below:
- a. A copy of the RFP, signed by an **agent authorized to bind the Offeror to a contract**:
 - The cover sheet acknowledging the examination and compliance with the requirements of this RFP;
 - The anti-collusion certification statement;
 - The debarment certification statement.
 - b. An introduction (executive summary) summarizing:
 - Experience – State brief history of the firm, location, years in practice, etc. Provide credentials and experience of personnel, including management, who could be expected to work on this project;
 - Capability and skills;
 - Proposed services to be provided;
 - A statement: “why your proposal would be the most advantageous to the Smyth County School Board.”
 - c. Written narrative statement including:
 - Qualifications of the Offeror to provide the services described in the Scope of Services. The following information and/or material must be provided.
 - Summaries of past and current experience. Actual past performance documentation will be submitted as attachments. Give examples of similar school projects completed, especially during the past five (5) years.
 - Summaries of the latest audited financial statements, annual or quarterly.
 - Why the Offeror is best qualified to provide the requested services to the Smyth County School Board.
 - Identify all liability insurance coverage with limits and deductibles.
 - d. Specific plans for providing the services described in the Scope of Services. The following information shall be specifically addressed:

- Proposed fees and cost to perform all work identified in Scope of Services.

C. Contract Type and Administration

It is anticipated that a contract will result from this solicitation.

1. **Contract Waiver:** Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of the Contractor or Smyth County Schools Superintendent. The waiver by either party of any term or condition of this contract shall not be deemed to constitute a continuing waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
2. **Contract Modification(s):** After the award, any and all modifications to this contract shall be mutually agreed to by the Smyth County School Board and the Contractor, in writing, and authorized by the Superintendent of Smyth County Schools, or designee.

Cancellation of Contract: The Smyth County School Board reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Offeror. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

3. **Disputes and Claims:** The Superintendent shall review and decide disputes and claims arising during the performance of the contract, in writing, within thirty (30) days of receipt of the dispute or claim. Contractual claims, whether for money or other relief, shall be submitted in writing no later than thirty (30) days after payment or other relief is allegedly due. The Contractor may not institute legal action prior to receipt of the Superintendent's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Superintendent shall be final and conclusive unless the Contractor, within six months of the date of the final decision on the claim, institutes legal action.
4. **Notices:** All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by the United States mail, or by registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To Smyth County School Board – Superintendent

To the Contractor – Project Manager as identified by the Contractor

All notices under this contract shall be submitted to the Project Manager or Superintendent, as appropriate, by either certified mail, return-receipt

requested, or by registered courier service. Either party may from time to time change the individual(s) who will receive notices and/or the address for notification purposes by giving the other party written notice as provided above.

5. **Breach of Contract:** The Contractor shall be deemed in breach of this contract if the Contractor:
 - a. Fails to comply with any terms of the written contract to be executed by the parties after the award is made.
 - b. Fails to cure any such noncompliance with a contract term within ten (10) calendar days from the date of the Smyth County School Board's written notice or such other time frame specified by the Smyth County School Board in the notice.
 - c. The Contractor shall not be in breach of this contract as long as its default was due to causes beyond its reasonable control and occurred without any fault or negligence on the part of both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes and floods.
6. **Termination With Cause/Default/Cancellation:**
 - a. In the event the Contractor shall for any reason or through any cause be in default of the terms of this contract, the Smyth County School Board may give written notice of such default as provided for in this RFP.
 - b. Unless the time is otherwise noted or extended by the Smyth County School Board in the notice, the Contractor shall have ten (10) calendar days from the date of such notice in which to cure the default. Upon failure of the Contractor to cure the default, the Smyth County School Board may immediately cancel and terminate this contract as of the date of the default notice.
 - c. No waiver or contest of any breach or default shall be effective unless expressly made in writing and signed by the waiving or contesting party's duly-authorized representative and duly delivered to the other party either by certified mail, return-receipt requested or registered courier service.
7. **Non-Assignment:** The Contractor may not assign its rights or duties under this agreement without the prior written consent of the School Board.
8. **Compliance With All Laws:** The Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. The Offeror represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Offeror is a corporation, the Offeror further expressly represents that it is a corporation of

good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. Any costs associated with violations of the law, including, but not limited to, remediation, fines, administrative or civil penalties or charges, and third party claims imposed on the Smyth County School Board by any regulatory agency or by any third party as a result of the noncompliance with federal, state or local laws and regulations by the Contractor or by any of its subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities retained by the Contractor for this contract, shall be paid by the Contractor.

9. **Venue:** This Agreement is made in and shall be governed by the laws of the Commonwealth of Virginia. Any and all suits or actions for any claims, whether legal or equitable in nature, or for any and every breach or dispute arising out of this contract shall be filed and maintained in the Circuit Court of the County of Smyth, Virginia.
10. **Severability:** If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

D. Scope of Services

See attachment #3.

E. Ordering and Invoices

The Superintendent or his designee will administer the contract. Statements shall be submitted to the Smyth County School Board, 121 Bagley Circle, Suite 300, Marion, VA 24354.

F. General Provisions

1. The School Board will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal. All proposals shall provide a straightforward concise delineation of capabilities to satisfy the requirements of this Request. Emphasis should be on completeness and clarity of content.
2. Offerors who submit a proposal in response to this Request may be required to make an oral presentation of their proposal. The Director of Operations and Finance will schedule the time and location for this presentation.
3. The contents of the proposal submitted by the successful Offeror and of this Request will become a part of any contract awarded as a result of this Request. The successful offeror will be expected to sign a contract with the School Board. Additional terms and provisions will be included in the contract.
4. The School Board reserves the right to accept or reject, in whole or in part, any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to service the best interests of the School Board. The School Board further reserves the right to split the award if it is deemed in the

- best interest of the School Board. If the School Board elects to split the award among two or more offerors, the School Board will assign work between the successful offerors according to the procedures adopted by the School Board for that purpose. The School Board reserves the right to waive informalities. Offerors whose proposals are not accepted will be notified in writing.
5. Any changes in these general provisions will be effective only when made by written addendum signed by an authorized official of the Smyth County School Board, or the Superintendent.
 6. The Offeror must be an equal opportunity employer and in full compliance with all statutes, rules, and regulations which require nondiscrimination in employment. During the performance of this contract, the Contractor agrees to abide by and will include, the provisions of the following paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
 - a. The Contractor 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 Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor 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.
 7. The Smyth County School Board requires that price proposals remain firm ninety (90) days after the date of the proposal opening during which period proposals may not be withdrawn.
 8. The Smyth County School Board will give notice of award in writing to the winning Offeror, and a purchase order will be issued or contract executed, provided bonds are approved and insurance certification received, if necessary.
 9. It shall be understood and agreed between parties to a resulting contract that the Smyth County School Board shall not be obligated to purchase or pay for any products or services covered by such Contract unless and until they are ordered and received by the Smyth County School Board. Delivery of items or service covered under the contract is a precondition of payment.
 - 10 Failure to comply with conditions set forth herein may result in removal of an item(s) or the entire proposal from consideration.

11. The Anti-Collusion and Debarment Certification forms attached must be completed as part of any submitted proposal.
12. The Offeror and any firm awarded a contract pursuant to this Request shall comply with all applicable provisions of the Virginia Public Procurement Act and all other applicable state and federal statutes, rules and regulations.
13. By submitting a proposal pursuant to this Request, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal values present or promised, unless consideration of substantially equal or greater value was exchanged.
14. To protect the safety of students and school employees, the Contractor shall certify to the Division Superintendent that none of its employees, whether new or current, full-time or part-time, permanent or temporary, who will be present on school property or at any school-related events, including those events that occur off-campus (i) have been convicted of a felony, any offense involving sexual molestation, physical or sexual abuse or rape of a child, or a crime involving lying, cheating or stealing; (ii) have been the subject of a founded case of child abuse or neglect; or (iii) currently are the subject of any such charges, complaints or pending investigations. The Contractor shall make a certification with respect to all employees on an annual basis, and with respect to new employees before any new employee begins working on school property or at school-related events.

Prior to making any certification to the Superintendent, the Contractor shall conduct an investigation of the criminal history, sex offender status and agency determinations of child abuse of each employee who will be present on school property or at any school-related events, whether on- or off-campus. The Contractor shall conduct all such investigations with the written consent of affected employees and in compliance with all applicable laws. The Contractor shall keep records of all investigations available for review by school division officials upon request.

If, after making a certification, an employee of the Contractor is arrested for, charged with, or convicted of any such offense, or becomes the subject of a child abuse investigation, the Contractor shall notify the Superintendent as soon as practicable of the arrest, charge, conviction, or investigation. The Superintendent reserves the right to exclude such employee from positions that may involve contact between such employee and students or school employees, or to exclude such individual from school property entirely.

Failure by the Contractor or one of its subcontractors to conduct investigations or to make the certifications required by this provision may constitute a default under the contract awarded pursuant to this Request and grounds for termination or rescission of the contract.

The Contractor shall include the provisions of the foregoing paragraphs of this section in all contracts with its subcontractors so that such provisions are binding on all subcontractors of the Contractor.

15. During the performance of this contract, the Contractor agrees to
(i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For purposes of this section, "drug-free workplace" shall mean a site for the performance of work done in connection with the specific contract awarded pursuant to this Request, wherein employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. The School Board, in procuring goods or services, or in making disbursements pursuant to this Request, shall not discriminate against a faith-based organization on the basis of the organization's religious character. The School Board shall not impose conditions under this section that restrict the religious character of faith-based organizations, except that funds provided for expenditure pursuant to contracts with public bodies shall not be spent for sectarian worship, instruction, or proselytizing; however, this prohibition shall not apply to expenditures pursuant to contracts, if any, for the services of chaplains. The School Board shall also not impose conditions under this section that impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services or disbursements.
17. The School Board shall promptly pay, by the required payment date, for the completed delivered services performed by the Contractor. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of the goods or services; or (ii) if a date is not established by contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after the invoice is tendered, whichever is later. Within twenty (20) days after the receipt of the invoice or goods or services, the School Board shall notify the supplier of any defect or impropriety that would prevent payment by the payment date. Unless otherwise provided under the terms of the contract for the provision of goods or services, if the School Board fails to pay by the payment date it shall pay any finance charges assessed by the supplier that shall not exceed one percent (1%) per month.

For work performed by a subcontractor of the Contractor, the Contractor must take one of the two following actions within seven (7) days after receipt of amounts paid by the School Board: (a) pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor under the contract; or (b)

notify the School Board and subcontractor, in writing, of its intention to hold all or a part of the subcontractor's payment with a reason for nonpayment.

Individual contractors are required to provide their social security numbers and proprietorships, partnerships and corporations are required to provide their federal employer identification numbers for purposes of payment.

The Contractor shall be required to pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid for seven (7) days following receipt by the firm of payment from the School Board for work performed by the subcontractor under the contract, except for amounts withheld as allowed in the provisions of this section.

Any contract awarded pursuant to this Request shall further require the Contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

18. The School Board reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the School Board deems necessary.
19. All offerors certify that they do not, and will not, during the performance of this contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

G. Special Provisions

1. **Advertising:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Smyth County School Board or the Smyth County Public Schools will be used in product literature or advertisement without the express written permission of the Smyth County School Board.
2. **Availability of Funds:** It is understood and agreed between the parties herein that the School Board shall be bound hereunder only to the extent funds are appropriated or made available or which may hereafter be appropriated or become available for the purpose of this agreement.
3. **Definitions:**
 - a. Wherever used in this RFP and its addenda, the term "contract" refers to the final, negotiated contract awarded to the successful Offeror under this solicitation.
 - b. Wherever used in this RFP and its addenda, the term "Contractor" refers to the successful Offeror who is awarded the contract under this solicitation.

This RFP, its addenda, the successful Offeror's proposal, and any additional information requested, and the negotiated changes and prices shall be incorporated into the final contract.

4. Conditions of Work:

- c. Offerors shall inform themselves fully of the conditions relating to services required herein. Failure to do so will not relieve the Contractor of the obligation to furnish all services necessary to carry out the provisions of this contract.
- d. Contractor shall require a Central Registry Check of all employees directly involved in the on-school-site aspect of the study and shall comply with the certification requirement set forth in section F.14. of this RFP.

5. Prime Contractor: If in its performance of this contract, the Contractor supplies services by or through another party or subcontractor, the Contractor agrees that:

- e. The Contractor shall act as the prime Contractor for all the services to be provided under the contract, and shall be the sole point of contact with regard to all obligations under this contract.
- f. The Contractor represents and warrants that it has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that the Smyth County School Board is not liable to such third parties or subcontractors for any work performed under this contract.

6. Hold Harmless/Indemnification: The Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by this contract. The Contractor shall hold harmless and indemnify the Smyth County School Board and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage or injury, real or alleged resulting from any act or omission of the Contractor. The Contractor shall, upon written demand by the Smyth County School Board assume and defend at the Contractor's sole expense any and all such suits or defense of claims.

H. Selection Process

See Attachment #4.

I. List of Attachments

1. Anti-Collusion Certification Form
2. Debarment Certification Form
3. Scope of Services
4. Selection Process
5. Code of Virginia on Ethics in public Contracting
6. Central Registry Check Form

ANTI-COLLUSION STATEMENT:

In the preparation and submission of this bid on behalf of _____
(name of vendor), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1-69.9. The undersigned vendor hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, Smyth County or the Smyth County School Board has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

BY: _____ (Signature)

_____ Company

Business Address

Date _____

DEBARMENT STATEMENT:

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

BY: _____ (Signature)

_____ Company

Business Address

_____ Date

Scope of Services

NOTE: ALL SERVICES MUST MEET EDUCATIONAL FACILITY CODES; BASIC INSTRUCTION, HEALTH, AND FACILITY CODES; BUILDING STANDARDS FOR VIRGINIA PUBLIC SCHOOLS; AND SAFETY AUDIT GUIDELINES FOR VIRGINIA PUBLIC SCHOOLS.

The selected professional firm (A/E firm) will provide architectural and engineering services to complete a preliminary design for a new five hundred to six hundred student PreK-5 elementary school in the Marion attendance area of Smyth County.

1. **Preliminary Design Phase:** The Preliminary Design Phase will include working with the school board, various county departments, regulatory agencies, and other stakeholders to develop the most cost effective Preliminary Design Plan. The Preliminary Design Phase shall include the following services:
 - A. Architectural services to identify the appropriate components and size of a new five hundred to six hundred student PreK-5 elementary school.
 - B. Development of a preliminary, concept level design to generally illustrate the size and relationship of project components, potential exterior materials and a proposed visual character.
 - C. Site evaluations to identify the optimum building location within the Marion attendance area.
 - D. Prepare budgets for both construction and associated development costs.
 - E. Provide information on projected annual operating costs.

The Preliminary Design Phase will result in preliminary floor plans, elevations, a site plan, an estimated yearly operating budget and a cost estimate for construction.

All work completed under the Preliminary Study Phase will be on a lump sum basis. The lump sum fee for the A/E firm services will be a predetermined not to exceed amount and will be paid, subject to approval by the school board. Work shall not begin on any phase of the project without expressed written authorization from the school board. The school board and the A/E firm agree that the County has the right to terminate or stop, in whole or in part, with or without cause, the A/E firm services at any time and the school board may cancel this Contract at any time with or without cause and without incurring any liability, damages, or costs to the A/E firm and or the Smyth County School Board.

2. **Design Phase:** The successful A/E firm will prepare the plans and specifications necessary to construct the new elementary school. These plans and specifications shall comply with all applicable Local, State and Federal rules and regulations. The Design Phase will include the following services:
 - A. Prepare documents which include planning, schematics, design development and specifications, site plans, elevation, plan view, exterior design and functional floor plan.

- B. Ensure design meets/complies with building, fire, safety, sanitation, environmental, and other federal, state and local codes and legal requirements, including handicap access in compliance with Section 504, U.S. Rehabilitation Act of 1973 and the American with Disabilities Act.
 - C. Submit the design development documents with a project construction cost and budget to the school board.
 - D. Submit the plans and specifications to the Virginia Department of Education for review.
 - E. The design development documents will address site requirements, building requirements, and current code requirements.
3. **Construction Documents Phase:** Upon design approval by the Smyth County School Board, the A/E firm will prepare the plans, drawings, and specifications necessary to solicit bids for construction.

The A/E firm will assist the school board with the evaluation of bids, budget adjustments for construction costs, and submission of documentation for code approvals.

4. **Bid and Contracting Services:** The A/E firm will assist the school board by preparing the advertisement for bid and coordinating the bidding process to include:
- A. Distribution of bid documents to persons/agencies that request them.
 - B. Assist in conducting a pre-bid conference.
 - C. Answer questions and clarify proposal documents through the issuance of addenda to the bid documents.
 - D. Review all bids to verify compliance with the Instructions to Offerors/ Terms and Conditions.
 - E. Prepare a Bid Tabulation Form.
 - F. Recommend award to the Bidder deemed to be the lowest responsive and responsible.
 - G. Assist the school board with placing the Contractor under contract including review and approval of all necessary insurance certificates and bonds.
5. **Construction Contract Administration Services:** The A/E firm will conduct construction contract administration to include:
- A. Conduct a Pre-Construction Conference.
 - B. Review and approve all shop drawings.
 - C. Review all Contractor Pay Requests and recommend payment.
 - D. Prepare all construction change orders including recommendation of approval.
 - E. Attend semi-monthly Team Management Meetings and/or Construction Meetings (on-site) at each site.
 - F. Resolve Contractor inquiries and questions during construction including interpretation of plans and specifications.

- G. Prepare, upon project completion, as-built-drawings to be supplied to the Smyth County School Board as two (2) hard copies and one (1) digital copy.

Upon project completion, all drawings of the building will be the property of the Smyth County School Board.

Attachment #4
Selection Process

After receipt of proposals, the School Board and/or Review Committee will use the following criteria for selecting the Offeror for the project:

- A. Special experience, technical capabilities, professional competence, and qualifications of the firm and qualifications of proposed personnel assigned to the project, including the firm's management personnel.
- B. Expertise and experience of firm relative to the specific project. Indication of similar project and/or similar types of projects for which architectural/engineering services were provided by the firm.
- C. Past cost performance and general overall "completion on time" of past projects.
- D. List of subcontractors, if any, to be used on this project.
- E. Current workload and ability to complete the required work within owner time constraints.
- F. Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the proposing firm's plan for accomplishing the tasks.
- G. Adequate Professional Liability insurance with coverage limits of at least \$1,000,000.00.
- H. Financial solvency and stability of the firm.
- I. Provision of a non-binding lump sum fee, proposed procedures to accomplish the above services and a proposed schedule for accomplishing the work.

On the basis of the proposals submitted, the Smyth County School Board will engage in individual confidential discussions with two or more offerors deemed fully qualified, responsible and suitable. Repetitive informal interviews may be conducted, in which nonbinding estimates of project costs may be requested and discussed. After the discussions, the School Board will rank those offerors whose professional qualifications and proposed services are most meritorious. Rank will be assigned according to the evaluation factors published in the RFP and all other information obtained during the procurement process. The School Board will negotiate with the offeror ranked first. If a contract satisfactory and advantageous to the School Board can be negotiated at a fair and reasonable price, the contract shall be awarded to that offeror. If not, negotiations with that offeror shall terminate and negotiations will be conducted with the offeror ranked second and so on until a contract can be negotiated at a fair and reasonable price.

The School Board may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous.

Should the School Board determine in writing, 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.

Any contract awarded will incorporate by reference all requirements, terms and conditions included in the RFP and in the proposal submitted by the successful offeror.

Attachment #5
ETHICS IN PUBLIC CONTRACTING

Section 2.2-4367 Virginia Public Procurement Act - Purpose

The provisions of this article supplement, but shall not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (2.2-3100 et seq.) the Virginia Governmental Frauds Act (18.2-498.1 et seq.) and Articles 2 (18.2-438 et seq.) and 3 (18.2-446 et seq.) of Chapter 10 of Title 18.2.

Section 2.2-4369 Participation

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, Offeror or Contractor involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, Offeror or Contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employees, the employee's partner or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, Offeror or Contractor.

Section 2.2-4370 Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, Offeror or Contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the school division unless the employee, or former employee, provides written notification to the Superintendent prior to commencement of employment by that bidder, Offeror or Contractor.

Section 2.2-4371 Prohibition on solicitation or acceptance of gifts; gifts by bidders, Offerors, Contractor or subcontractor prohibited.

A. No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, Offeror, Contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The school division may recover the value of anything conveyed in violation of this section.

B. No bidder, Offeror, Contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan,

subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

Section 2.2-4372 Kickbacks

A. No Contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration or substantially equal or greater value is exchanged.

B. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

C. No person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

D. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne to the school division and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Section 2.2-4373 Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposal for or on behalf of a public body shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or Offeror information concerning the procurement that is not available to the public. However, a public body may permit such person to submit a bid or proposal for that procurement or any portion thereof if the public body determines that the exclusion of the person would limit the number of potential qualified bidders or Offerors in a manner contrary to the best interests of the public body.

Section 2.2-4374 Purchase of building materials, supplies or equipment from architect or engineer prohibited

No building materials, supplies or equipment for any building or structure constructed by or for the school division shall be sold by or purchased from any person employed as an independent Contractor by the school division to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a personal interest as defined in §2.2-3101.

No building materials, supplies or equipment for any building or structure constructed by or for a public body shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies

or equipment to be used in the building or structure to the independent Contractor employed by the public body to furnish architectural or engineering services in which such person has a personal interest as defined in 2.2-3101.

The provisions of subsections above shall not apply in cases of emergency or for transportation-related projects conducted by the Department of Transportation or the Virginia Port Authority.

Section 2.2-4376 Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

Section 2.2-4377. Penalty for violation

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

**Virginia Department of Social Services/Child Protective Services
Central Registry Release of Information Form**

Part I: INSTRUCTIONS - Read all instructions before completing form. Incomplete forms will be returned.

1. Type or print legibly in ink. Indicate N/A if a question is not applicable.
 2. Submit a separate form for each individual whose name is to be searched.
 3. Provide proof of identity and sign Part III in the presence of a Notary Public.
 4. **Enclose a \$7.00** money order, company/business check or cashiers check payable to: **Virginia Department of Social Services** (unless waived) **DO NOT SEND CASH or PERSONAL CHECKS.** This fee is nonrefundable. \$25 will be charged for checks returned for insufficient funds.
 5. Search results disseminated beyond the requesting agency/individual named below are not considered official.
 6. Mail completed form to: **VA Dept. of Social Services, 801 East Main St, 6th floor, OBI Search Unit, Richmond VA 23219-3301**
- MAIL SEARCH RESULTS TO: Agency, Individual or Authorized Agent Requesting Search**

MUST USE THIS FORM BEGINNING 11/01/09

Name SMYTH COUNTY SCHOOL BOARD				Payment Code/ Fips Code (If assigned by Central Registry Unit) A-7296	
Address: 121 BAGLEY CIRCLE, SUITE 300					
City MARION	State VA	Zip Code 24354		Mandatory for all coded agencies	
Contact Person PAYROLL DEPARTMENT	Contact's Phone Number 276-783-3791				

Purpose of Search. Check one: ☐ Adam Walsh Law ☐ Adoptive Parent ☐ Babysitter/Family Day Care ☐ CASA
☐ Children's Residential Facility ☐ Custody Evaluation ☐ Day Care Center ☐ Foster Parent ☐ Institutional Employee
☐ Other Employment ☐ School Personnel ☐ Volunteer ☐ Other

Part II: TO BE COMPLETED IN FULL, BY INDIVIDUAL WHOSE NAME IS BEING SEARCHED

Identifying Information for Person Being Searched:

Last Name		First Name		Full Middle Name - no initials (if name is initial only state Initial Only)	
Maiden Name	Sex ☐ Male ☐ Female	Race	Date of Birth MM/DD/YY	Social Security Number	
Driver's License Number		Other names Used by the Individual (Nicknames, previous married names, etc.)			
Current Address Street		Current Address City		Current Address State	Current Address Zip Code
Prior Address Street	Prior Address City	Prior Address State	Prior Address Zip Code	Date of Residency	
Prior Address Street	Prior Address City	Prior Address State	Prior Address Zip Code	Date of Residency	
Prior Address Street	Prior Address City	Prior Address State	Prior Address Zip Code	Date of Residency	

CURRENT SPOUSE INFORMATION: ☐ CHECK HERE IF NOT CURRENTLY MARRIED

Last Name	First Name	Full Middle Name	Maiden Name	Sex ☐ Male ☐ Female	Race	Birth Date MM/DD/YY
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ALL PREVIOUS SPOUSES: ☐ CHECK HERE IF NOT PREVIOUSLY MARRIED

Last Name	First Name	Full Middle Name	Maiden Name	Sex ☐ Male ☐ Female	Race	Birth Date MM/DD/YY
Last Name	First Name	Full Middle Name	Maiden Name	Sex ☐ Male ☐ Female	Race	Birth Date MM/DD/YY

Full Names of All Children: (Include Adult Children, Step, Foster, Children Not Living with you. Attach additional paper if needed)
☐ Check here if you do not have children

Last Name	First Name	Full Middle Name	Sex ☐ Male ☐ Female	Race	Birth Date MM/DD/YY
Last Name	First Name	Full Middle Name	Sex ☐ Male ☐ Female	Race	Birth Date MM/DD/YY
Last Name	First Name	Full Middle Name	Sex ☐ Male ☐ Female	Race	Birth Date MM/DD/YY
Last Name	First Name	Full Middle Name	Sex ☐ Male ☐ Female	Race	Birth Date MM/DD/YY
Last Name	First Name	Full Middle Name	Sex ☐ Male ☐ Female	Race	Birth Date MM/DD/YY

over

Virginia Department of Social Services/Child Protective Services
Central Registry Release of Information Form

Part III: CERTIFICATION AND CONSENT FOR RELEASE OF INFORMATION

I hereby certify that the information contained on this form is true, correct and complete to the best of my knowledge. Pursuant to Section 2.2-3806 of the *Code of Virginia*, I authorize the release of personal information regarding me which has been maintained by either the Virginia Department of Social Services or any local department of social services which is related to any disposition of founded child abuse/neglect in which I am identified as responsible for such abuse/neglect. I have provided proof of my identity to the Notary Public prior to signing this in his/her presence.

Signature of Person to Be Searched _____

Parents' Signature (Needed if child is 17 years old or younger) _____

Part IV: CERTIFICATE OF ACKNOWLEDGEMENT OF INDIVIDUAL

City/County of _____

Commonwealth/State of _____

Acknowledged before me this _____ day of _____, 20 _____

Notary Public Signature _____

Notary Number _____

My Commission Expires: _____

Do not write below this line.

Part V: Findings - To be completed by OBI Central Registry staff only.

CENTRAL REGISTRY FINDINGS

1. We are unable to determine at this time if the individual for whom a search has been requested is listed in the Central Registry. Please answer the following questions and return to Central Registry Unit in order for us to make a determination:

Worker: _____ Date: _____

2. _____ Based on information provided by the Local Department of Social Services, we have determined that _____ is listed in the Child Abuse/Neglect Central Registry with a founded disposition of child abuse/neglect. For more detailed information, contact the

_____ Dept. of Social Services in reference to referral _____ phone# _____

_____ Dept. of Social Services in reference to referral _____ phone# _____

3. _____ As of this date, based on the information provided, the individual whose name was being searched is **NOT** identified in the Central Registry Child Abuse/Neglect.

Signature of worker completing search: _____ Date: _____

OBI staff only