

Winchester Public Schools, Virginia
REQUEST FOR PROPOSAL

**DESIGN SERVICES
RESTORATION AND CONVERSION OF THE DOUGLAS SCHOOL**

ACCEPTANCE DATE: Prior to 1:00 p.m. April 8, 2019

RFP NUMBER: RFP-2019-01

ACCEPTANCE PLACE: Winchester City Public Schools
12 N. Washington Street
Winchester, Virginia 22601

PLEASE NOTE: State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration **or** justification for non-registration, per the requirements in Section 7.17 and the General Terms and Conditions. Please complete the Proof of Authority to Transact Business in Virginia form on page 37 of this solicitation and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

Requests for information related to this Proposal should be directed to:

Kevin McKew
Capital Projects Manager
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(540) 722-6198 (Fax)
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This document can be downloaded from our web site:

<https://www.wps.k12.va.us/site/default.aspx?PageID=8679>

Issue Date: March 8, 2019

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

REQUEST FOR PROPOSAL

**DESIGN SERVICES
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DESIGN SERVICES

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain the services of a qualified architectural-engineering firm (A&E) to complete the tasks identified herein, facilitating the redevelopment of the existing Douglas School in Winchester, Virginia to a School Board Administration Building.

2.0 COMPETITION INTENDED

It is the intent of Winchester Public Schools (WPS) that this RFP permits competition. It shall be the offeror's responsibility to advise WPS in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by WPS not later than five (5) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The Douglas School, located at 598 North Kent St, Winchester, Virginia 22601, more specifically described as 9.46 acres owned by the Winchester City Public Schools identified as PIN 154-1-I-1 on Winchester City tax map. Originally constructed in 1927, the school was built for the purposes of educating African-American students in Winchester. The original building is a central auditorium plan school built with funds from the John Handley Endowment. It is a one-story, dark red brick building with a four columned, classical revival style entry. Additions to the building were made in 1940, 1951, and 1962. The school served as the only African-American school in the city until 1966, when it was closed after integration of the Winchester schools. The building was added to the National Register of Historic Places in 2000.

Winchester Public Schools is interested in restoring (in part or whole) and redeveloping the Douglas School building and site for the purposes of relocating WPS central administrative offices, to include preferences for: preservation of the building; creating high quality office and public meeting space for WPS; and other creative uses that would benefit the community. As part of this effort, WPS is seeking the services of a qualified A&E firm under this solicitation to perform design and engineering services, including reviewing and updating programming and facilities condition assessment information previously prepared for the project; a revised concept plan for redevelopment of the facility, including historical restoration, partial demolition, and new construction to best meet the School Board's intended use of the property; and to prepare designs and construction documents.

4.0 OFFEROR MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation may be cause for proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:

Any offeror wishing to submit a proposal and be considered for this RFP must have successful experience in design, and construction administration of public facilities, including the redevelopment of historic properties. Offerors should provide examples of at least three (3) comparable projects with similar scope in facility design and construction that are in progress or have been completed within the past eight (8) years. Provide a summary of the projects including completion date, construction cost, total building square footage and relevant features, and provide photos. Include the names of project managers and designers. These qualifying projects must be contracted to or have been completed by the offeror, not subconsultants. Reference Paragraph 6.3A.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide professional expertise to accomplish the project of the type identified in this RFP. Individual tasks may require supervision, manpower, materials, equipment and supplies necessary to complete any services outlined below:

5.1 General Scope

Provide design services and prepare construction documents to facilitate the redevelopment of the Douglas School to a School Board facility housing select central administrative and operational units, and other community uses, identified in the pre-design phase. A full team of consultants including (but not limited to) architectural, all engineering disciplines is desired by WPS to fully deliver the design and construction administration for the Project.

METHOD OF CONSTRUCTION DELIVERY:

WPS Intends to execute the construction of this project utilizing the Construction Manager At-Risk (CMAR) delivery method. The Selected A/E team shall work in accordance with requirements established for the designer in the CMAR process, and be party to the applicable AIA contract form for the designer in a CMAR project.

DESIGN CRITERIA:

The Consultant shall be responsible for developing an original design which utilizes not only the pre-design information provided by WPS, but also further develops functional relationships, circulation plans, and design/layout of shared common spaces.

Renovations to the building shall be planned with energy conservation and sustainability in mind. However, WPS will not pursue LEED certification for the project.

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The design shall be based on and meet the latest codes and regulations, state and local authority regulations, including but not limited to the following:

1. Current Virginia Uniform Statewide Code;
2. City of Winchester Codes
3. State and Local Health Department Regulations;
4. Applicable NFPA Requirements
5. All other codes and standards required by architectural and engineering professional standards
6. U.S. Department of Interior Standards for Rehabilitation of Historic Structures

WPS FURNISHED DATA:

1. The following WPS furnished information is included with this Request for Proposal, and accessed via the vendor tab on the WPS website:
<https://www.wps.k12.va.us/site/default.aspx?PageID=8679>

- a. Bridging Document Report dated 2/21/18 prepared by CJMW Architects, Lynchburg, VA

WPS may hire a Third Party Commissioning Agent for the Project. The AE shall coordinate with the Commissioning Agent as required during design and construction to ensure that all Commissioning-related requirements and objectives are met.

PROFESSIONAL SERVICES:

1. STANDARD OF CARE:

The design and plans of the Project shall incorporate the requirements of the Virginia Uniform Statewide Building Code as well as the requirements of all other applicable codes and regulations pertaining to the design and construction of the Project. The architectural and engineering services performed under this contract shall conform to that degree of care and skill ordinarily exercised by reputable members of its profession in the Northern Virginia area.

2. DOCUMENTATION:

Document all meetings, conferences, and information obtained by telephone. Accurate notes and minutes shall be submitted to the Project Manager within 5 working days.

3. QUALITY CONTROL:

The AE team must perform internal quality control reviews on all documentation prepared for the Project for the duration of the Project and all deliverables. WPS expects that a Project Manager or other designated Quality Control Reviewer at the level of a Project Manager or higher coordinates the entire AE team (all disciplines) internal quality control reviews prior to the delivery of documents to WPS.

4. CONSTRUCTION BUDGET:

Monitor the estimated construction costs at all times during design to ensure the Project provides a complete and usable facility within the construction budget. The construction budget for the Project is \$7,500,000.

Should the cost estimates at any time indicate that the Project as designed exceeds the construction budget the AE shall notify the Project Manager at once and provide recommended design alternatives that could be used to keep the Project within budget.

In the event that the lowest responsible bidder exceeds the construction budget by 5% or more, then the AE shall, with Owner's approval, revise the drawings and specifications as may be required to bring the Project to budget at the sole expense of the AE.

5. APPROVALS AND PERMITS:

Prepare all forms, sketches, drawings, and supporting documentation necessary for the building permit and land-use approvals and permitting by the City of Winchester.

F. SUBMITTAL/DELIVERABLE REQUIREMENTS

1. DOCUMENTS: All documents including drawings, cost estimates, specifications, design calculations, meeting minutes and reports shall be submitted by hard copy to WPS, as well as accompanied by appropriate electronic media.

2. QUANTITY: Coordinate all requirements with WPS Project Manager and design schedule. Specific quantities of documents for each deliverable are identified with each individual task in Section G.

3. DELIVERY: Deliver submittals via local Winchester print shop approved by WPS or by overnight mail.

4. REJECTION: If a task submittal fails to meet the requirements specified, it will be rejected by the Project Manager and the reasons therefore explained. The AE shall revise and resubmit rejected submittals immediately at no additional cost to WPS and with no additional time added to the design schedule. Payment for the deliverable will be held until the Project Manager has verified the completion of the deliverable which may only be upon completion of WPS review period.

5. CONTRACT DRAWINGS: Provide drawings on 30 x 42 inch, reproducible sheets. Include a cover sheet. Prepare the drawings so they are legible and clear when reduced to half size, with lettering on the originals no smaller than 1/8 inch high.

All contract documents will be considered the exclusive property of WPS and may not be reproduced or distributed by the AE or Consultants or any printing company without the prior written approval of the Project Manager. Electronic versions of the documents in their native file formats are included as the property of WPS.

CAD Drawing Standards: Provide drawings in electronic CAD file format. Drawing files should conform to the current National CAD Standard (NCS) as published by The National Institute of Building Sciences.

Deliver drawing files electronically, and coordinate with Project Manager for delivery methods and/or requirements for hard copies. WPS Project Manager may request contract drawings in TIF, PDF or other electronic formats.

6. CONTRACT SPECIFICATIONS: Format specs on 8.5 x 11 inch paper with 1-inch side margins and 1/2-inch top and bottom margins; double-sided. On each page type "Project Specifications:

Project Name in the header; and type the CSI specification section name, and section number--section page number in the footer.

Deliver specification files electronically and coordinate with Project Manager for delivery methods and/or requirements for hard copies. WPS Project Manager may request specifications in TIF, PDF or other electronic formats.

7. DESIGN CALCULATIONS: Prepare on 8.5 x 11 inch paper; double-sided. Calculations shall be detailed and broken down into all major structural, mechanical and electrical components of the Project. Reference the various sections of codes and standards used where applicable throughout the calculations. Identify design criteria and equipment performance parameters in the calculations.

Deliver calculation files electronically, and coordinate with Project Manager for delivery methods and/or requirements for hard copies. WPS Project Manager may request calculations in TIF, PDF or other electronic formats.

8. REVIEW SCHEDULE: For most deliverables, WPS will require a minimum of two (2) weeks for review. A specific schedule including WPS review periods will be required and will need to be developed by the AE in consultation with WPS Project Manager.

G.TASKING

1. Pre-Design Package: The AE team shall prepare concept drawings, narratives, and budget-level cost estimating based on the information gained through a pre-design process involving the following tasks:

- a. Review of previously prepared project information and existing building plans.
- b. Assessment/verification of facility condition, and changes since prior CJMW report.
- c. Updating Space Program based on interviews with stakeholder groups.
- d. Facilitate public information sessions (anticipate 2 formal meetings, and 3 informal small-group meetings).
- e. Prepare concept plans (building and site), narrative explaining rationale for recommended redevelopment and historic preservation goals, and budget-level cost estimating report.

2. Design Development Package: When all disciplines are at the 35% Construction Document level of development, submit the Design Development package to the WPS for review. The package shall include the following:

- (i) Project Manual: The AE team shall prepare outline specifications including WPS's General Conditions and Division 1 specifications setting forth the basic requirements. Catalog cut sheets of all equipment is required for WPS review.

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(ii) Materials and Finishes Selections: Cut sheets, samples and color boards are required for all exterior and interior materials and finishes.

(iii) Cost Estimate: The AE shall prepare a cost estimate utilizing the services of an independent professional cost estimator. The AE team shall make such adjustments as are necessary in the Project plans and specifications to conform to the limits of the Design-to-Build cost provided in the contract, and shall cooperate and coordinate with the Owner in determining Value Engineering reductions required, if any. The WPS shall reserve the right to submit all materials for third party review.

(iv) Building Floor Plans at 1/8" or 1/4" showing:

- (a) Major dimensions
- (b) Building footprint
- (c) Exterior wall type, thickness, composition with physical security features identified
- (d) Structural system with fixed grid and column sizes
- (e) Major mechanical/electrical systems and their requirements
- (f) Building core w/stairs, shafts, elevators etc developed
- (g) Built-in furniture and equipment
- (h) Room names, numbers and space tabulations
- (i) Initial finish selections

(v) Building Elevations showing:

- (a) All fenestration and building materials
- (b) Building overall heights and finished floor heights
- (c) Section cut locations

(vi) Building Sections showing:

- (a) Foundation and structural systems
- (b) Typical wall construction including exterior and interior
- (c) Masonry coursing
- (d) Parapet or overhang design
- (e) Ceiling heights, clerestory windows, architectural elements

(vii) Schedules outlining:

- (a) Interior finishes
- (b) Frames and doors
- (c) Window and glazing
- (d) FFE

(viii) Structural Drawings at 1/8" or 1/4" showing:

- (a) Typical and non-typical framing
- (b) Slab design w/depressions and thicknesses
- (c) Beam sizes
- (d) Column grid
- (e) Preliminary details

(ix) MEP Drawings at 1/8" or 1/4" showing:

- (a) Major shafts and chases, sized
- (b) Mechanical and Electrical rooms, sized
- (c) HVAC equipment locations, nominal sizes and capacities of mechanical and

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- electrical equipment and cut sheets for all equipment
 - (d) Fire detection and protection systems and cut sheets for all equipment
 - (e) Design calculations including electrical load and fault current analysis
 - (f) Lighting plans, power distribution and cut sheets for all equipment
 - (g) Communications and cut sheets for all equipment
 - (h) Electronic Security and cut sheets for all equipment
 - (i) Audio-Visual Plan, to include PA/alerting/call notification systems and cut sheets for all equipment
 - (j) Lightning Protection
 - (k) Plumbing plans, plumbing fixture schedule and cut sheets for all equipment
 - (l) Flow diagrams of mechanical systems
 - (m) Exterior louver requirements
 - (n) Roof top equipment, vents, etc. and cut sheets for all equipment
- (x) Report Narrative shall discuss major systems, including the following:
- (a) Materials of construction
 - (b) Fenestration
 - (c) Foundation
 - (d) Mechanical systems
 - (e) Lighting and power distribution
 - (f) Internal and external power distribution systems
 - (g) Fire detection and protection systems
 - (h) Building Envelope
 - (i) Physical Security Systems
 - (j) Communications, to include phone system
 - (k) Audio / Visual
 - (l) Electronic Security, Doors and Hardware
 - (m) Lightning Protection
 - (n) Electrical load and fault current analysis
 - (o) Design calculations and cut sheets for all equipment
 - (p) Cost Estimate include any potential cost saving alternatives

3. CONSTRUCTION DOCUMENTS

The Construction Documents task consists of developing the selected scheme into completed construction drawings and specifications. WPS reviews are included in this task at the 95 and final 100 percent stages. Submission requirements are described at the end of this section. Due dates will be set forth in the schedule.

WPS review comments in the form of marked up drawings, specifications and written comments will be returned to the AE after every submittal. The AE shall incorporate WPS comments into the construction documents after every review. The AE shall respond to the WPS comments in writing to the WPS Project Manager after every review explaining that each item has been incorporated into the documents or will explain why it was not. The WPS Project Manager reserves the right to request additional sets of documents after every review is complete to verify that the AE has properly incorporated WPS comments.

The AE team shall include a Quality Control (QC) program at each submittal during the Construction Documents phase. The WPS Project Manager may request verification of the AE's QC review. The objective is for the AE to produce fully coordinated construction documents.

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- a) 95% Construction Documents: Deliver the 95% Package to the WPS Project Manager. Review comments will be returned to the AE, who shall incorporate the comments into the final 100% Package. The 95% Package must be complete to the 95% stage and shall include:
- (i) Construction drawings 95% complete, detailed, reviewed, and fully coordinated among disciplines.
 - (ii) Specifications: complete, typed, and including the list of submittals, the list of operation and maintenance manuals and spare parts.
 - (iii) Updated design calculations for all structural, mechanical, electrical, plumbing, and civil systems; include manufacturers' model numbers, performance curves, and other design descriptions as appropriate.
 - (iv) Separate listings that identify long lead time items and items, which, because of their uniqueness, criticality, or lack of tolerance in manufacture or installation, require particular scrutiny during construction; and proprietary items. Note: Proprietary items shall not be used without express prior approval by the WPS.
 - (v) The WPS reserves the right to have a third party conduct a constructability review of design at 95% submittal. If findings of third party constructability team require modifications to the drawings, the AE is to perform modifications at no additional expense to the WPS.
- (vi) Deliverables:
- (a) 95% Construction Document Package
 - (i) 8 hard copies of Project manual, drawings, calculations, cut sheets, etc.
 - (ii) Electronic copies in PDF format
 - (iii) 2 Final Finish Boards
 - (b) Hard copy of AE Team's Quality Control Review Set (Redline and Yellow Out Set)
 - (c) Summary of outstanding issues, etc. to WPS Project Manager
 - (d) Electronic copy in PDF format
- b) 100% Construction Documents: Deliver the 100% Package to the WPS Project Manager. The 100% Package must be complete and bid-ready and shall include the following:
- (i) Complete construction drawings to include all disciplines.
 - (ii) Complete construction specifications.
 - (iii) Design calculations revised according to the 95% submittal review comments and updated cut sheets.
 - (iv) Updated electrical load and fault current analysis.
 - (v) Updated heating and cooling requirements.
 - (vi) List of required construction-phase submittals based on Project Specification requirements.
- (i) Permit Set: With the approval of the Project Manager, submit the construction documents to City of Winchester for permit review. The AE is to provide 4 full size sets of signed/sealed documents for permitting, where each sheet of drawings has an original seal. The AE is responsible for addressing all permit comments that are generated by the City and making any necessary revisions to the documents. The building permit application package shall be submitted around the time of the 95% submittal; coordinate submission with the WPS Project Manager.

- (ii) Bid Set: Submit the Bid Documents upon approval by the Project Manager. The AE will be required to coordinate with the Project Manager and the CMAR to develop the Invitation for Bid and package the documents in a manner that allows for control and tracking of the plans during the bid phase. Specific protocols for confidentiality will be further discussed prior to bidding. The project may require multiple bidding phases as determined by the project team of the CMAR, designer, and WPS.

4. CONSTRUCTION BIDDING PHASE

- a) The AE shall be responsible for answering questions from bidders. All correspondence shall be documented and forwarded to the WPS Project Manager.
- b) The AE shall attend a Pre-Bid Conference, present a brief overview of the Project and prepare responses to questions from bidders.
- c) The AE shall prepare such clarifications and addenda to the bidding documents as may be required. The AE will provide these to the WPS for review. The WPS will then direct the AE to provide the addendum to Procurement for posting/distribution by the WPS.
- d) The AE is to review requests for substitutions and submit recommendation(s) to WPS for approval.
- (iii) The AE shall be responsible for preparing final construction documents that incorporate all issued addenda.

5. CONSTRUCTION PHASE

The scope of services for this phase will be developed by the WPS Project Manager and the successful offeror, and a separate fee will be submitted and negotiated.

6.0 EVALUATION OF PROPOSALS & SELECTION PROCEDURES

The Instructions for Submitting Proposals set forth certain criteria which will be used in the evaluation of proposals and selection of the successful offeror. In addition, the criteria set forth below will be considered.

6.1 Proposal Analysis Group

The Proposal Analysis Group (PAG) will include representatives from various WPS departments, and may include a representative each from the School Board and City Council.

6.2 Proposal Content

Offerors are to make written proposals that present the offerors qualifications and understanding of the work to be performed. Offerors shall provide each of the following items below in the order presented. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

- *Do not include cost information in your proposal. This information will be requested from the short listed firms only.*

- *Do not use Federal Government forms such as Standard Form 330; Architect Engineer Qualifications in your proposal response.*

- A. Signature Page (Page 35)
- B. Proof of Authority to Transact Business Form (Page 37)
- C. Table of Contents
- D. Management Skills and Technical Expertise

Submit 8" x 10" graphics (maximum of three (3) per project) and a narrative description (maximum of one (1) page per project) of at least three (3) projects of similar scope in facility design and construction, in progress or completed within the past eight (8) years. The narrative shall address the design approach, salient features of each project and operational objectives which were satisfied by the design. Also include the completion date, construction cost, and the total building square footage.

(This is the Offeror's Minimum Qualifications Response to RFP: Section 4.0)

1. References: all offerors shall include with their proposals a minimum of three (3) current references. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
2. List of previous project designs similar to this project, specifically emphasizing public facility projects in historic buildings.
3. Provide information on delivery of similar projects on time and within budget. Provide design time (contract/actual); cost of construction (estimated/actual); problems encountered and solutions devised.
4. Describe you organizations quality control program and provide an example of how your quality control program saved client funds or improved the quality of the end product.
5. Awards and letters of commendation received

- B. Credentials of the Project Team

Credentials of the project team, including: lead designers and major team working together on past projects.

The entire project team, including the Architect's Design Firm, its designated Lead Designer, and all subconsultants who will work on the project, will be evaluated. The

Lead Designer is the individual or design studio who will have the primary responsibility for managing the tasks identified in this solicitation.

Include as a minimum:

- Identification of project manager, lead designer, and project team. Clearly identify the people who will be involved, what they will do, and their specific experience in that role. Be precise about the division of responsibility among member firms.
- Identify proposed project team's previous experience working together as a team.
- Staffing plan.
- Project manager's resume and portfolio of related projects.
- Lead designer's resume and portfolio of related projects.

Resumes of key project staff members

Identification of subconsultants.

Subconsultant's portfolio of related projects.

List of previous projects with subconsultants.

Resumes of subconsultant's staff.

C. Design Innovation and sustainability:

Offerors shall submit examples of similar projects or elements from similar projects that demonstrate the following:

- Restoration of historic buildings, including those utilizing historic tax credits
- Innovative and unique design solutions.
- Sustainable design concepts and energy conservation methods.
- Use of low maintenance, high performance materials and equipment.

D. Capability for Timely Response

- Identify primary work location (City/town and State) of all team members identified in the proposal.

E. Compliance with Contractual Terms

Provide a definitive statement of intent to comply with Contract Terms and Conditions as delineated in this RFP. If proposed Terms and Conditions are

not acceptable as described, Offerors must (a) identify with specificity the WPS terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as rejection of the proposal.

Acknowledge and describe any proposed deviations from Scope of Services.

F. Overall Quality and Completeness of the Proposal

Proposals will be reviewed for:

- Completeness
- Attention to detail
- Clarity
- Organization
- Appearance

G. Additional Documents: Include requested documents such as but not limited to: W-9 Page, and insurance certificates.

H. Cost of Services (Short-listed firms only)

For each discreet task identify the estimated hours for personnel assigned and the fully-loaded hourly rate. Also include all subconsultant costs for each task, other materials and deliverables, and estimated reimbursable expenses.

6.4 Evaluation Process

The PAG will review, and evaluate each proposal and selection will be made on the basis of the criteria listed below and as more particularly described in Section 6.3.

- A. Management skills and technical expertise. **(25 points)**
- B. Credentials of project team. **(20 points)**
- C. Design Innovation and sustainability; historic project experience **(15 Points)**
- E. Capability for timely response. **(10 points)**
- F. Compliance with contractual terms. **(5 points)**
- G. Overall quality and completeness of proposal. **(5 points)**
- H. Cost of Services. **(Short-listed firms only) (20 Points)**

Once the PAG has read and evaluated each proposal, a composite preliminary rated proposals in a descending order. The preliminary rating will be used to select the offerors for further consideration the short-list. Thereafter, the PAG will conduct

interviews and have discussions with the top ranked offerors (usually the top three (3) to five (5) depending upon the number of proposals received).

6.5 Non-Binding Fee Schedule

If an offeror is selected for interview, that offeror shall submit to WPS, within five (5) working days of notification, their non-binding fee for each task identified in paragraph 5 Scope of Services

7.0 INSTRUCTIONS TO OFFERORS

7.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- C. All proposals must be submitted to WPS in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the firm are to be returned with the proposal.
- F. Proposals must be received by WPS prior to 1:00 p.m., local time on the date identified on the cover of this RFP. Requests for extensions of this time and date will not be granted, unless deemed to be in WPS's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by WPS after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be either mailed or hand delivered to 12 N. Washington St. Winchester, VA 22601. Faxed and e-mailed proposals will not be accepted.
- H. Each offeror shall submit one (1) original and three (5) copies of their proposal.

7.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Capital Projects Manager is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other WPS staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be

answered in writing with an Addendum provided, however, that all questions are received by **5:00p.m. April 1, 2019**. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from the vendor page accessed from www.wps.k12.va.us.

7.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an Addendum will be issued. It is the responsibility of the offeror to ensure that he has received all Addenda prior to submitting a proposal.

7.4 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

7.5 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the Articles of Organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but WPS requires that a corporate document authorizing him/her to sign be submitted with proposal.

7.6 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

7.7 WPS Furnished Support/Items

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. WPS may furnish these facilities if WPS considers them reasonable, necessary, and available for the offeror to complete its task.

7.8 Subconsultants

Offerors shall include a list of all subconsultants with their proposal. Proposals shall also include a statement of the subconsultants' qualifications. WPS reserves the right to reject the successful offeror's selection of subconsultants for good cause. If a subconsultant is rejected, the offeror may replace that subconsultant with another subconsultant subject to the approval of WPS. Any such replacement shall be at no additional expense to WPS, nor shall it result in an extension of time without WPS's approval.

7.9 Contract Quantities

NO PROPOSAL WILL BE CONSIDERED WHICH STIPULATES THAT WPS SHALL GUARANTEE TO ORDER COMPLETION OF EVERY TASK IDENTIFIED IN THIS SOLICITATION.

7.10 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

7.11 Rights of WPS

WPS reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of WPS. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

7.12 Prohibition as Subconsultants

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

7.13 Deviations from Scope of Services

If there is any deviation from that prescribed in the Sample Scope of Services, the appropriate line in the Sample Scope of Services shall be ruled out and the substitution clearly indicated. WPS reserves the right to determine the responsiveness of any deviation.

7.14 Notice of Award

A Notice of Award will be posted on WPS's web site (<https://www.wps.k12.va.us/site/default.aspx?PageID=8679>) and on the bulletin board located at the WPS Central Administrative Office, 12 N. Washington St. Winchester, VA 22601.

7.15 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director of Operations, WPS.

7.16 Miscellaneous Requirements

- A. WPS will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. WPS will schedule the time and location for this presentation.
- C. The contents of the proposal submitted by the successful offeror as well as this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with WPS.
- D. WPS reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of WPS. Offerors whose proposals are not accepted will be notified in writing.
- E. The successful offeror, by entering into a contract to complete the scope of work identified in this RFP, agrees to not participate in any capacity as a member of a development team selected to accomplish the design and construction of this project.

7.17 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of Operations or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

7.18 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

7.19 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for WPS.

8.0 SPECIAL TERMS AND CONDITIONS

The Contract with the successful offeror will contain the following Special Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity WPS terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace, shall be sufficient grounds for rejection of the proposal. WPS may accept additional or different language if so provided with the proposal.

8.1 Procedures

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Director of Operations (the Director) and their authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the Director and their authorized representative(s) acting within their authority for WPS. Any change to the Contract must be approved in writing by the Director.

8.2 Contract Quantities

The potential tasks identified in this Contract do not necessarily indicate the actual tasks that will be ordered since such tasks will depend upon requirements that develop during the Contract period.

Tasks or quantities shown shall not be construed to represent any amount which WPS shall be obligated to purchase under the Contract, or relieve the Consultant of his obligation to fill all orders placed by WPS.

8.3 Contract Period

The Contract period for the tasks identified in paragraph 5, Scope of Services, is anticipated to be 8 months (240 days). Additional time will be negotiated between the successful offeror and WPS for extraneous circumstances and additional tasking.

8.4 Price Escalation/De-escalation

If work performed under this contract extends beyond one calendar year, rates may be increased or decreased, with such increase or decrease not to exceed the percentage change in the latest Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Special Indexes, all items less food and energy. In no circumstances shall any increase exceed four percent (4%) per year.

8.5 Delays

Maintaining the DESIGN schedule is of critical importance to executing this project. Scope changes or developments that may affect the DESIGN schedule should be evaluated for time impact at the onset. If delay of over 10 days is foreseen the Consultant shall give immediate written notice to the Director. The Consultant must keep WPS advised at all times of status of work.

8.6 WPS Reserved Rights

WPS reserves the right, at its sole discretion, to issue Requests for Proposal for related work as the need may occur.

8.7 Safety Data Sheets

By law, WPS will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Safety Data Sheet (SDS) when received. This SDS will be reviewed by WPS, and if approved, the materials, product or chemical can be used. If the SDS is rejected, the Consultant must identify a substitute that will meet WPS's criteria for approval.

8.8 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in the City of Winchester are required to be licensed in accordance with the Winchester "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in Winchester are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the City of Winchester, Office of Commissioner of Revenue.

8.9 Payment of Taxes

All Consultants located or owning property in Winchester shall assure that all real and personal property taxes are paid.

WPS will verify payment of all real and personal property taxes by the Consultant prior to the award of any Contract or Contract renewal.

8.10 Hold Harmless Clause

The Consultant shall indemnify and hold harmless WPS, including its officials and employees, from all liability, losses, costs, damages, claims, causes of action,

suits of any nature costs incurred with the defense of third party claims) incidental to or brought as a consequence of any negligent act, error, omission, or breach of the applicable professional standard of care by the Consultant and/or its subconsultants. The Consultant agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract. WPS is prohibited from indemnifying Contractor and/or any other third parties.

8.11 Safety

All Consultants and subconsultants performing services for WPS are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and WPS Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Consultants and subconsultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

8.12 Faith-Based Organizations

WPS does not discriminate against faith-based organizations.

8.13 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a WPS issued Purchase Order. The Contractor shall not accept credit card orders or payments.

The Consultant shall submit invoices, in duplicate, upon completion of the tasks identified herein.

Invoices shall be based upon completion of tasks and deliverables. All such invoices will be paid promptly by WPS unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

WPS
ATTN: Andrea Hamrick, Operations
12 N. Washington St.
Winchester, VA 22601

Individual Consultants shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

8.14 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after award without written approval by the Director. Where specific employees are proposed by the Consultant for the work, those employees shall perform the work as long as that employee works for the

Consultant, either as an employee or subconsultant, unless WPS agrees to the substitution. Requests for substitutions shall be reviewed and may be approved by WPS in its reasonable discretion.

8.15 Termination

Subject to the provisions below, the Contract may be terminated by WPS upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of WPS until said work or services are completed and accepted.

A. Termination for Convenience

WPS may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

8.16 Contractual Disputes

The Consultant shall give written notice to the Director a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The written claim shall be submitted to WPS no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Director shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

The Director's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to WPS Superintendent of Schools, or his designee. WPS Superintendent shall render a decision within sixty (60) days of receipt of the appeal. Each party shall bear its own costs and expenses

8.17 Construction Bidding Redesign

Not applicable.

8.18 Prime Consultant Responsibilities

The Consultant(s) shall be responsible for completely supervising and directing the work under the Contract(s) and all subconsultants that they may utilize. Subconsultants who perform work under the Contract shall be responsible to the prime Consultant. The Consultant agrees to be fully responsible for the acts and omissions of their subconsultants and of persons employed by them.

8.19 Cost Proposals/Response Time

Not applicable.

8.20 Ownership of Documents

Any reports, specifications, blueprints, negatives or other documents prepared by the Consultant in the performance of its obligations under the Contract shall be the exclusive property of WPS, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant work under the Contract without the prior written consent of WPS. Documents and materials developed by the Consultant under the Contract shall be the property of WPS; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. WPS agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.

8.21 Submissions

All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to WPS's Project Manager for each task in the format and number of copies as directed by the task statement of work as required. Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to WPS's Project Manager.

8.22 Responsibility for Claims and Liabilities

WPS's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by WPS of any rights or of any cause of action arising out the Contract. The Consultant shall be and remains liable to WPS for the accuracy and competency of plans, specifications, or other documents or work and Consultant is responsible for to WPS for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

8.23 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

8.24 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONSULTANT:

TO WPS:

WPS
Capital Projects Manager
12 N. Washington St.
Winchester, VA 22601

8.25 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or City of Winchester, the Consultant shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

8.26 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

9.0 GENERAL TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following General Terms and Conditions. **These Terms and Conditions are not negotiable.**

- A. APPLICABLE LAWS AND COURTS
- B. ANTI-DISCRIMINATION
- C. ETHICS IN PUBLIC CONTRACTING
- D. IMMIGRATION REFORM AND CONTROL ACT OF 1986
- E. DEBARMENT STATUS
- F. ANTITRUST
- G. MANDATORY USE OF WPS FORM AND TERMS AND CONDITIONS
- H. CLARIFICATION OF TERMS
- I. PAYMENT
- J. PRECEDENCE OF TERMS
- K. QUANLIFICATIONS OF BIDDERS/OFFERORS
- L. TESTING AND INSPECTION
- M. ASSIGNMENT OF CONTRACT
- N. CHANGES TO THE CONTRACT
- O. DEFAULT
- P. TAXES
- Q. USE OF BRAND NAMES
- R. TRANSPORTATION AND PACKAGING
- S. INSURANCE
- T. ANNOUNCEMENT OF AWARD
- U. DRUG-FREE WORKPLACE
- V. NONDISCRIMINATION OF CONTRACTORS
- W. AVAILABILITY OF FUNDS
- X. BID PRICE CURRENCY
- Y. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

- A. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of this Agreement shall be resolved or otherwise litigated in the Circuit Court for the City of Winchester, Virginia. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute first through the WPS Director of Operations and by appeal to the Superintendent of WPS. The contractor shall comply with all applicable federal, state, and local laws, rules and regulations.
- B. ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to WPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1964, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to the audit by the public body. (*Code of Virginia, §2.2-4343.1E*).

In every contract over \$10,000, the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there 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 these requirements.

- d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, WPS may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction and 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 was exchanged.
- D. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with WPS, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and services for WPS, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- E. DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any School Board, City, Town, or County within the Commonwealth of Virginia from Submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the no-debarred vendor will be debarred for the same time period as the debarred vendor.
- F. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to WPS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by WPS under said contract.

G. MANDATORY USE OF WPS FORM AND TERMS AND CONDITIONS FOR IFBs and RFPs:

1. (For Invitation For Bids): Failure to submit a bid on the official WPS form provided for that purpose shall be cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, WPS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, WPS may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. (For Request For Proposals): Failure to submit a proposal on the official WPS form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however; WPS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

H. CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

I. PAYMENT:

1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which department is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to

be unreasonable will be resolved in accordance with *Code of Virginia* § 2.2-4363 and -4364. Upon determining that the invoiced charges are not reasonable, WPS shall notify the contractor of defects or improprieties in the invoices within fifteen (15) days as required in *Code of Virginia* §2.2-4351. The provision of this section does not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, §2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from WPS, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of WPS.

J. PRECEDENCE OF TERMS: The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF WPS FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

K. QUALIFICATIONS OF (BIDDERS/OFFERORS): WPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to WPS all such information and data for this purpose as may be requested. WPS reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. WPS further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy WPS that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

L. TESTING AND INSPECTION: WPS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

M. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of WPS.

N. CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract
2. WPS may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the WPS of the adjustment to be sought, and before proceeding to comply with the notice, shall await the WPS written decision affirming, modifying, or revoking the prior written notice. If WPS decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give WPS a credit for any savings. Said compensation shall be determined by one of the following methods:
 - (a) By mutual agreement between the parties in writing; or
 - (b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to WPS right to audit the contractor's records and/or to determine the correct number of units independently; or
 - (c) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present WPS with all vouchers and records of expenses incurred and savings realized. WPS shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to WPS within thirty (30) days from the date of receipt of the written order from WPS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a

dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by WPS or with the performance of the contract generally.

- O. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, WPS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which WPS may have.
- P. TAXES:** Sales to WPS are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

- Q. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, buy conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable WPS to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- R. TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number, commodity description, and quantity.
- S. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor

will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES:

1. **Workers' Compensation** - Statutory requirements and benefits. Coverage is compulsory for employers of three (3) or more employees, to include the employer. Contractors who fail to notify WPS of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. **Employer's Liability** - \$100,000.
3. **Commercial General Liability** - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. WPS shall be added as an additional insured to the policy by endorsement.
4. **Automobile Liability** - \$1,000,000 combined single limit (Required only if a motor vehicle not owned by WPS is to be used in the contract). Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service Limits

Accounting \$1,000,000 per occurrence, \$3,000,000 aggregate

Architecture \$2,000,000 per occurrence, \$6,000,000 aggregate

Asbestos, Design, Inspection or
Abatement Contractors \$1,000,000 per occurrence, \$3,000,000 aggregate

Health Care Practitioner (to include
Dentists, Licensed Dental Hygienists,
Optometrists, Registered or Licensed
Practical Nurses, Pharmacists, Physicians,
Podiatrists, Chiropractors, Physical
Therapists, Physical Therapist Assistants,
Clinical Psychologists, Clinical Social
Workers, Professional Counselors,

DESIGN SERVICES
RESTORATION AND CONVERSION OF THE DOUGLAS SCHOOL

Hospitals, or Health Maintenance
Organizations) \$2,150,000 per occurrence, \$4,250,000 aggregate

Limits increase each July 1 through fiscal year 2031 per code §8.01-581.15 of the *Code of Virginia*.

Insurance/Risk Management \$1,000,000 per occurrence, \$3,000,000 aggregate

Landscape/Architecture \$1,000,000 per occurrence, \$1,000,000 aggregate

Legal \$1,000,000 per occurrence, \$5,000,000 aggregate

Professional Engineer \$2,000,000 per occurrence, \$6,000,000 aggregate

Surveying \$1,000,000 per occurrence, \$1,000,000 aggregate

T. ANNOUNCEMENT OF AWARD: Upon the award or announcement of the decision to award a contract as a result of this solicitation, WPS will publicly post such notice on WPS' website for a minimum of ten (10) days.

U. DRUG-FREE WORKPLACE: Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, availability 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 marijuana is prohibited in the 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 clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom 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.

V. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternate provider.

W. AVAILABILITY OF FUNDS: In the event that funds are not appropriated for this contract for any WPS fiscal year, the following WPS' current year, the contract shall terminate automatically as of the last day for which funds were appropriated without WPS providing written notice to the contractor prior to the date of termination. WPS shall not consider termination of the contract pursuant to this section default. Upon such termination, WPS shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

X. BID PRICE CURRENCY: Unless stated otherwise in this solicitation, bidders/offerors shall state bid/offer prices in US dollars.

Y. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business fails to remain in compliance with the provisions of this section.

10.0 PROPOSAL SUBMISSION FORMS

RFP-2019-01
Winchester City Public Schools, Virginia

12 N. Washington St
Winchester, Virginia 22601

DESIGN SERVICES

THE FIRM OF: _____

Address: _____

FEIN: _____

Hereby proposes to provide the requested services as defined in RFP-2019-01. I understand that the omission of any items listed below from this proposal may be cause for rejection of the proposal as nonresponsive. I have ensured that I have received and acknowledged any and all Addenda.

A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form (7.18):	_____
2. Certificate of Insurance (7.19):	_____
3. Addenda, if any (Informality) (7.2 & 7.3):	_____
4. One (1) original and five (5) copies (7.1H)	_____

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (7.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any (7.2 & 7.3):	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form: (page 37)	_____
4. Response to RFP Section (6.3): (Include Section 4.0 Offeror Minimum Qualifications)	_____

Note: Fees are not to be included with this proposal. WPS will negotiate with the highest ranked offerors to establish contract amounts for each task.

DESIGN SERVICES
RESTORATION AND CONVERSION OF THE DOUGLAS SCHOOL

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

Name and title of person authorized to bind the offeror (7.6):

Name: _____ Title: _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.

Winchester City Public Schools, Virginia

www.wps.k12.va.us

ATTN: Andrea Hamrick, Operations
12 N. Washington St.
Winchester, VA 22601

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission . Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by WPS, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.

- A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC is _____.
- B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC is _____.
- C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title