



Request for Proposal (RFP)# 21-20  
for  
Term Contract for Architect/Engineering Services  
Issue Date: October 15, 2020  
Proposal Due Date and Hour: November 10, 2020 3:00  
p.m.

Montgomery County Purchasing Department  
755 Roanoke Street, Suite 2C  
Christiansburg, VA 24073-3179

# COUNTY OF MONTGOMERY, VIRGINIA

## RFP # 21-20

### ISSUE DATE: OCTOBER 15, 2020

Term Contracts for Architect/Engineering Services  
(TO BE COMPLETED AND RETURNED)  
**GENERAL INFORMATION FORM**

**QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: Heather M. Hall, C.P.M., Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: [hallhm@montgomerycountyva.gov](mailto:hallhm@montgomerycountyva.gov)

**DUE DATE:** Sealed Proposals will be received until **November 10, 2020**, up to and including **3:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**ADDRESS:** Proposals should be mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179**. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

**COMPANY INFORMATION/SIGNATURE:** In compliance with this Request For Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

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[http://www.dgs.virginia.gov/FormsCenter/BCOMForms/tabid/823/Default.aspx?udt\\_1673\\_par  
am\\_detail=159](http://www.dgs.virginia.gov/FormsCenter/BCOMForms/tabid/823/Default.aspx?udt_1673_par<br/>am_detail=159)

## REQUEST FOR PROPOSAL NUMBER 21-20 ARCHITECT /ENGINEERING SERVICES

### I. APPLICABILITY OF THE A/E MANUAL

The Commonwealth of Virginia Construction and Professional Services Manual for Architect/Engineers (A/E Manual)

<http://www.dgs.state.va.us/DivisionofEngineeringandBuildings/BCOM/CPSM/tabid/402/Default.aspx> shall apply to the contract awarded pursuant to this RFP and is incorporated by reference herein in its entirety.

Offeror's attention is directed to Chapter 2, Definitions, for the definition of terms used in this RFP. The terms "Agency" and "Owner" are used interchangeably in the material referenced in this RFP and mean the public body issuing this solicitation for services and with whom the successful A/E Offeror will enter into an agreement. This RFP is issued on behalf of Montgomery County, Montgomery County Public Service Authority and Montgomery County Public Schools. Each entity will enter into a separate agreement with selected Offerors. For purposes of clarity and uniformity in this RFP, the term "County" will be used herein to refer Montgomery County, Montgomery County Public Service Authority and Montgomery County Public Schools.

Offerors attention is also directed to Chapter 3, General Terms and Conditions for Professional Service Contracts,

<http://www.dgs.virginia.gov/LinkClick.aspx?fileticket=swKJBa3MNko%3d&tabid=823&portalid=0&mid=1673>

### II. PURPOSE:

The County often needs professional architectural or engineering assistance for discrete, small projects such as investigations, studies, reports, design, environmental testing, traffic studies, roofing services, indoor air quality, constructability review, and professional estimating for construction.

This RFP is to solicit qualification statements for the purpose of entering into a contract through competitive negotiations for the professional services of Architectural/Engineering firms, authorized to do business in the Commonwealth of Virginia, with experience in architectural design, architectural interiors, roofing design, mechanical engineering, electrical engineering, civil engineering, geotechnical engineering, structural engineering, and environmental engineering.

The aim of this RFP is to contract with two or more A/E's who will agree to be available to provide these services, as needed, in a timely manner, thereby reducing the County's cost and time for advertising, and generally to increase the County's efficiency in obtaining professional services.

The purpose and intent of this RFP is to solicit proposals for Term Contracts for such professional architectural and/or professional engineering services to be provided on an 'as needed' basis pursuant to Project Orders issued during the contract term. The contract shall be renewable, at the County's option, up to four (4) additional one year periods.

### III RIGHT TO ISSUE RFP's AND PROJECT ORDERS:

The County reserves the right, at its sole discretion, to issue RFP's for similar work, for other disciplines or types of work, and for other projects as the need may occur.

The County also reserves the right to issue Project Orders to other A/E's under Term contracts at its

sole discretion, based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, location or distance to the project, and other factors as may be pertinent to the particular project.

### IV. SCOPE OF SERVICE:

The selected A/E shall furnish all expertise, labor and resources, in accordance with the requirements of the A/E Manual, to provide complete services necessary for Project Order's issued during the Contract Term. The County is interested in contracting with parties that include all travel time, hotel and incidentals in their pricing rather than tacking this on as an add on to the invoice. Pricing proposals should be in a lump sum, not to exceed format. The following generally summarizes the types of scope of service that the A/E may be required to perform, depending on the individual Project Orders:

- A. Provide evaluations, analysis, recommendations, cost and time estimates, reports, feasibility studies, preparation of schematic or preliminary designs, field inspections and investigations, and code compliance investigations for Architectural or Engineering Projects.
- B. Provide complete contract documents for small project designs in accordance with the procedures of the A/E Manual for projects assigned by the Project Order.
- C. Assure that the construction contract documents are in conformance with generally accepted architectural and engineering practices and comply fully with all applicable codes and regulations including, but not limited to, the Virginia Uniform Statewide Building Code, and the uniform Federal Accessibility Standards.
- D. Provide specifications which reflect current requirements, standards and product availability.
- E. Prior to making a submittal, respond to all review comments and resolve outstanding design issues by taking appropriate action in the design of the project.
- F. If required, coordinate the design of utility connections with local utility provider and obtain necessary approvals. The County will pay filing fees and connection charges, as required.
- G. Complete all forms and documents in formats required by the A/E Manual. Process in accordance with the County's instructions.
- H. Provide services to assist the County in the bidding and award of the construction contract.
- I. Provide services for the construction phase, as required by the A/E Manual, for the administration of the contract.

### V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. Proposals shall be signed by an authorized representative of the firm. By submitting a proposal, the Offeror certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP may result in rejection of the proposal.

B. Proposal should be prepared simply and economically, providing a straight forward,

concise description of firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

C. One (1) manually signed original and eight (8) copies of the proposal shall be submitted to the County. You may elect to submit the copies on CD or thumb drive. If you send eight hard copies, each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. No other distribution of the proposal shall be made by the Offeror. One (1) electronic copy of the proposal shall be submitted in Word or pdf format to [hallhm@montgomerycountyva.gov](mailto:hallhm@montgomerycountyva.gov) or on CD or thumb drive with proposal package.

D. A/E's should prepare their responses to emphasize their ability to respond to requested service, their willingness to provide services on small projects, their staffing capabilities, their past experience in providing similar services, and their expertise in the fields or disciplines sought by the RFP.

E. Standard formats for responding to Requests for Proposals (RFP) provide uniformity in the type of information requested and enhance the review and evaluation process. The Capital Outlay Forms AE-1 thru AE-6, ARCHITECTURAL/ENGINEERING FIRM DATA, shall be used by firms responding to this RFP. Supplemental information shall be shown on Form AE-6.

[http://www.dgs.virginia.gov/FormsCenter/BCOMForms/tabid/823/Default.aspx?udt\\_1673\\_par\\_am\\_detail=159](http://www.dgs.virginia.gov/FormsCenter/BCOMForms/tabid/823/Default.aspx?udt_1673_par_am_detail=159)

Forms AE-1 and AE-1A provides historical data on the firm to include firm name, location, type of ownership, size, previous name(s), principals, type of personnel, consultants proposed, Professional Liability Insurance coverage, proposed participation of small businesses and variety of past project experience data.

Form AE-2 provides information on the proposed consultants for the particular project.

Form AE-3 provides information on the personnel proposed to be assigned to the project and a narrative of the methodology to be used for providing the services and for quality assurance.

Form AE-4 provides information on the individual qualifications, experience and expertise of the key personnel proposed to be assigned to the project.

Form AE-5 provides specific data on similar projects or projects with similar features on which the A/E and/or its consultants have provided services.

Form AE-6 offers the A/E a forum for a narrative to describe particular capabilities, expertise, project approach, current workload and other information supporting the firm's qualifications for the project.

VI EVALUATION WEIGHTS:

Evaluation Criteria: Proposals shall be evaluated by the County using the following criteria:

Criteria:	Weight
1. Expertise, experience, and qualifications of the A/E's personnel in each discipline that may provide services relevant to the RFP. Expertise and past experience of the A/E in providing services on other Term Contracts or on projects of similar size, scope and features as those required for the Scope of Services on this RFP.	40
2. Expertise, experience and qualifications of any special consultants proposed.	15
3. A/E's plan to respond to request for services and ability to complete Project Orders in a timely manner.	15
4. A/E's recent (past 5 years) experience/history in designing projects within the established "Design-not-to-exceed" budget	15
5. A/E's experience in providing services in conformance to the State's Construction and Capital Outlay procedures including Codes, Standards, Accessibility and Building Efficiency	10
6. Financial Responsibility as evidenced by the A/E carrying Professional Liability Insurance	5

Generally, the selection committee will consider the A/E's overall suitability to provide the services for the Term Contract within the time, budget and operational constraints that may be present, and the comments and/or recommendations of the A/E's previous clients, references and other reference.

**AWARD OF CONTRACT:** The County may engage in individual discussions and interviews with two or more proposers deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Offerors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Offerors may also propose alternate concepts or methodology. Proprietary information from competing proposers (including any data on estimated man hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors, provided such information is duly marked as "Proprietary Information" by the Offeror and the designation is justified as required by Section 2.2-4342D, Code of Virginia, as revised. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall rank, in the order of preference, the offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted with the Offeror ranked first to establish an acceptable Memorandum of Understanding, including marked up hourly rates considered fair and reasonable, and which compare favorably with the typical labor rates for the various A/E skill levels required for the work. The County reserves the right to award a contract to more than

one firm as a result of this solicitation. Montgomery County, Montgomery County Public Service Authority and Montgomery County Public Schools will enter into separate agreements from this solicitation.

A contract award will be made to the offeror provided the A/E accepts/agrees that when the County has a project/need for A/E services, the A/E firms under contract will be asked to submit a proposal specific to that project. The County will then issue a project order/purchase order against this term contract for specific work to be completed.

**PROPOSALS TO BE CONSIDERED FOR PROJECT ORDERS:** The County may elect to ask only one contractor to submit a proposal for a specific project, or may ask more than one contractor to submit proposals. The proposal should consist of the following:

1. a brief description of the project,
2. scope of service,
3. personnel to be used,
4. estimated time to complete the required work, project schedule, compensation,
5. payment and invoicing requirements.

It is at the County's sole discretion as to which contractor will receive a specific project.

#### VII. FEES:

The fee for services on each "Project Order" shall be negotiated individually on a lump sum basis considering the Scope of Services required, the man-hours required for each level/discipline and the labor rates agreed upon during the initial negotiations and presented in the proposal submitted to be considered for each project. Each Project Order will be issued separately and will reference the original contract issued by the County to the Contractor. The County is interested in contracting with parties that include all travel time, hotel and incidentals in their pricing rather than tacking this on as an add on to the invoice. Pricing proposals should be in a lump sum, not to exceed format.

#### VIII CONTRACT TERM:

The term of the Contract(s), as it relates to the issuance of "Project Orders" shall be for a one year period from the date of the contract award, or until the contract is terminated in writing by either party. At the discretion of the County, the contract may be renewed, up to four additional one year periods.

Under this Contract, Project Orders may be issued during the initial one year contract period following the date of execution of this Contract. This one year period shall be referred to as the "Contract Term." It is understood that the A/E's Work under the Project Orders issued may not be completed during the Contract Term; however, all terms and conditions of this Contract, including all rights and obligations, shall survive until the Work is completed, except the County's right to issue, and the A/E's right to accept, additional Project Orders.

The County may, at its sole discretion, renew the Contract for up to four additional one year Contract Terms provided the option to renew was indicated in the RFP. If the County

exercises its option to renew, the second Contract Term shall begin one year from the date of the execution of this Contract or the date that the County notifies the A/E that the option to renew is being exercised, whichever occurs first.

#### IX PROJECT ORDERS:

Individual projects or requests for services will be issued in the form of "Project Orders" by the County. Fee proposals by the firm will be negotiated and awarded on a "lump sum" or "fixed fee" amount for each project order. However, project orders may be used to secure services for investigations or similar work where an estimate of time cannot be determined. In such cases an exception is allowable to use the scheduled man-hour rates with a maximum amount as the basis for the "project order" fee. In the event that no fee agreement can be reached, the Owner reserves the right to terminate the negotiations with the Engineer in writing and to offer the project to other contractor, firms, or individuals.

It is understood that the County, at its sole discretion, may not offer any Project Orders to the A/E during the Contract Term. Although the potential exists for multiple project orders during the Contract Term, the County does not represent or guarantee that the A/E will receive any Project Orders.

#### X. CONTRACT ADMINISTRATION

Scott A. Woodrum, General Services Director or designee, shall be identified as the Contract Administrator for Montgomery County and shall use all powers under the contract to enforce its faithful performance.

Chuck Campbell, Director of the Montgomery County Public Service Authority, or designee, shall be identified as the Contract Administrator for Montgomery County Public service Authority and shall use all powers under the contract to enforce its faithful performance.

Greg Burgess, Construction Program and MEP Systems Assistant, or designee, shall be identified as the Contract Administrator for Montgomery County Public Schools and shall use all powers under the contract to enforce its faithful performance.

The Contract Administrators, or designees, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrators, or designees, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications must be authorized by the Montgomery County Purchasing Department or the Montgomery County Public Schools Purchasing Department through a written amendment to the contract.

ATTACHMENT A- MONTGOMERY COUNTY SAMPLE AGREEMENT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between Montgomery County, Virginia, hereinafter called the "Owner" and \_\_\_\_\_, hereinafter called the "Architect" or "Engineer" or A/E.

RECITALS

WHEREAS, the Owner, in the execution of various projects, has a need for architect/engineering services for one or more projects under a term contract as set forth in this contract and as established in the scope of work of each individual project; and

WHEREAS, the Owner, in compliance with the Virginia Public Procurement Act, has requested and received proposals for architect/engineering services under the parameter of a term contract; and

WHEREAS" on the basis of the evaluation factors published in the request for proposals and all the information developed in the process, the Architect/Engineer named above has been duly selected by the Owner to perform the duties of Architect/Engineer under this term contract.

NOW, THEREFORE, in consideration whereof, and in consideration of the payments to be made by the Owner, the Architect/Engineer covenants and agrees to provide services on the assigned projects on the terms and conditions hereinafter set forth and the scope of work as established on each individual project.

1. Scope of Work and Fees

(A) The Architect/Engineer covenants and agrees to provide all necessary services which may be required for and specified in the Scope of Work for each project. For such services, the Owner shall compensate the A/E fee on a not to exceed basis as agreed upon by the Owner and A/E at the time of award relating to each separate project. Billing rates for professional and technical personnel who might be employed on various projects has been agreed upon in the A/E's proposal and is incorporated herein. These rates shall be used in determining fees for extra services required by the A/E and for projects involving hourly services with a maximum not to exceed cost.

(B) Each project shall describe the scope of services required from the A/E, identify any special requirements for the project, show the schedule milestones for performance of the work and show the agreed upon fee for the work.

( C) The A/E agrees that it is the Owner's discretion as to which and how many projects are assigned to the A/E under this agreement.

2. Contract Documents:

The following listed contract documents by this reference are hereto incorporated and made

a part hereof as if fully set forth below:

- A. This Agreement
- B. Request for Proposal (RFP) #21-20 entitled "Term Contract for Architect/Engineering Services" dated \_\_\_\_\_.
- C. Architect/Engineers Proposal dated \_\_\_\_\_, 2020 in response to RFP #21-20.
- D. All written and mutually agreed modifications to this agreement.

3. Terms of the Agreement.

The terms of this Contract as it relates to the issuance of new projects shall be one (1) year from the date of the Contract. Unless terminated in writing at the discretion of either party, the Contract may be renewed in writing for up to four additional one-year terms.

4. Termination of Contract.

The Owner or the Architect/Engineer may terminate this Contract, without penalty, upon sixty (60) days written notice. Upon such termination, the Architect/Engineer shall be entitled to the compensation accrued to the date of termination.

5. Assignment.

Neither Architect/Engineer nor the County may assign its rights or responsibilities under this agreement without prior written consent of the other.

6. Notices.

All notices which may need to be given as a result of the performance of this agreement shall be in writing and shall be deemed effective upon deliver as follows:

If to Owner:

Scott A. Woodrum, General Services Director  
Montgomery County  
755 Roanoke Street, Suite 1C  
Christiansburg, VA 24073

If to Architect/Engineer:

The provisions of this agreement shall not be modified, nor changed except by mutual consent and agreement of the parties, expressed in writing. This agreement shall be binding upon the parties and their respective successors and assigns.

WHEREFORE, the parties hereto have caused this agreement to be signed and executed as of the date first above stated.

By: \_\_\_\_\_  
Architect/Engineer Firm Representative

By: \_\_\_\_\_  
F. Craig Meadows  
County Administrator

Seen and approved as to form and legal sufficiency: \_\_\_\_\_  
Martin M. McMahan, County Attorney