

Request for Proposal (RFP)# 18-01 for

Preliminary Architectural Report (PAR) Issue Date: April 25, 2018

Proposal Due Date and Hour: June 1, 2018, 3:00PM

New River Valley Juvenile Detention Home 650 Wades Lane, NW Christiansburg, VA 24073

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Preliminary Architectural Report

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New River Valley Juvenile Detention Home RFP # 18-01

ISSUE DATE: APRIL 25, 2018

PRELIMINARY ARCHITECTURAL REPORT (TO BE COMPLETED AND RETURNED)

GENERAL INFORMATION FORM

<u>QUESTIONS</u>: All inquiries for information regarding this solicitation should be directed to: Joyce Blevins, Financial Administrator (540) 381-0097 x305; faxed to (540) 382-1667, or e-mail: joyce.blevins@nrvjdh.org

<u>DUE DATE</u>: Sealed Proposals will be received until <u>June 1, 2018</u>, up to and including <u>3:00PM</u>. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

<u>ADDRESS</u>: Proposals should be mailed or hand delivered to: **New River Valley Juvenile Detention Home, 650 Wades Lane, NW, Christiansburg, Virginia 24073.** Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

<u>COMPANY INFORMATION/SIGNATURE</u>: 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 |

NEW RIVER VALLEY JUVENILE DETENTION HOME RFP# 18-01

Preliminary Architectural Report

I PURPOSE:

The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for conceptual architectural design assistance for a Preliminary Architectural Report for the New River Valley Juvenile Detention Home, herein after referred to as "NRVJDH."

II BACKGROUND:

The NRVJDH is governed by a volunteer seven-member Board of Commissioners (Montgomery, Giles, Pulaski and Radford). The facility is operated under the direction of the Superintendent, appointed by Commission.

A previous Needs Assessment Report was prepared by Thompson and Litton, dated November 2009. This report was submitted to the Department of Juvenile Justice and has been approved. It proposed a need for 24 secure beds with the possibility of future expansion to 32 beds for a predicted bed space need of 34 in the year 2030.

A Program Design and Planning Study was completed in 2014 by Moseley Architects and follows the March 2001 "Step-By-Step Procedures for Approval and Reimbursement for Local Facility Construction, Enlargement and Renovation", a Department of Juvenile Justice (DJJ) publication. The study also follows "Guidelines for Minimum Standards in Design and Construction of Juvenile Facilities" which is also a DJJ publication. Any changes must also comply with the Prison Rape Elimination Act regulations, namely §115.381. This Planning Study contains information in regard to issues with the site, architectural, programmatic, electronic security, kitchen, structural, plumbing, fire protection, mechanical, and electrical.

III STATEMENT OF NEED:

The NRVJDH Commission is seeking architectural and engineering information in regard to facility renovation plans for safety/security and infrastructure. In 2012, the Commission contracted with Moseley Architects to complete a Planning Study and it was subsequently completed in 2014. The Planning Study shall be used as a resource for information, but should not be used for the preliminary design drawings contained therein. The Commission is requesting proposals from architectural and engineering professionals to provide more detailed information not contained in the Planning Study.

Priority should be given to necessary infrastructure upgrades or replacements as well as crucial safety and security upgrades. The deliverables from the PAR should:

- 1. Determine the ability to accommodate necessary parking space, building materials, watershed requirements, setbacks and other required regulations;
- 2. Determine feasibility to renovate in prioritized phases over several budget years, paying special attention to those upgrades that can be done with high impact lower cost;
- 3. Determine if phased renovations will require a complete building update to current building codes;
- 4. Determine cost of adding four additional housing cells to existing dorm:
- 5. Determine feasibility to renovate in place and still operate a secure detention facility; and
- 6. List phases and the associated cost analysis of each.

Work on this PAR is anticipated to begin in early summer 2018. Submittals should address the items above and must be limited to no more than five pages, not including references.

IV PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. <u>RFP Response</u>: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and four (4) electronic copies of each proposal must be submitted to:

Joyce Blevins, Financial Administrator NRVJDH 650 Wades Lane, NW Christiansburg, VA 24073

Identify on outside of envelope: Sealed RFP # 18-01

RFP Due date/Opening date and hour: June 1, 2018, 3:00 P.M.

The Offeror shall make no other distribution of the proposal.

2. Proposal Preparations:

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manager will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals will be reviewed and evaluated by a Committee as designated by the NRVJDH.
- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. 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.
- f. Ownership of all data, materials and documentation originated and prepared for the NRVJDH pursuant to the RFP shall belong exclusively to the NRVJDH and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must

invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and as detailed as possible so that the NRVJDH may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

- 1. The return of the RFP general information form and addenda, if any, signed and completed as required.
- 2. Please provide four (4) recent references, similar to NRVJDH, for whom you have provided the type of services described herein. This includes experience designing community and commercial spaces and any familiarity with historic tax credits and/or green building experience. Include the date(s) services were furnished, the client name, address and the name, phone number and email address of the individual NRVJDH has your permission to contact.
- 3. Expertise and experience of the firm relative to the scope of services contained in this RFP. This section should include recent project information of similar type completed by the firm along with the name and telephone number of the point of contact for each project.
- 4. Financial responsibility of the firm. The firm shall agree to carry professional liability insurance in an amount not less than 5% of the estimated cost of the total contracts that may be awarded, but in no event shall the amount of professional and liability insurance is less than \$5,000,000. The amount of insurance shall remain in effect throughout the period of responsibility of the project involved in accordance with the statute of limitations or for ten (10) years from the issuance of the Certificate of Completion, whichever is shorter. Liability insurance in excess of the minimum requirement shall be a point of consideration in negotiations between the NRVJDH and the firm.
- 5. Geographic location of the firm relative to the NRVJDH's location. The firm should include a street address of the office proposed to handle the work.
- 6. Number and type of projects within the past five years completed relating to the project as outlined in the scope of services.
- 7. Number, type, and value of current projects to include point of contact and telephone number for each project.
- 8. Past cost performance, scheduling performance, and general performance on past projects, to include all public projects in the past (3) years directly related to addressing the scope of service required for the RFP. This information should include the contact name and number for each project.
- 9. Identification and statement of qualifications of the principal architects/engineers and project team members who will be assigned to the project(s) for actual "hands on" work, as well as the principal assigned the project(s) for oversight responsibilities.
- 10. Identification and statement of qualifications of all additional associated architects/engineers, if any, to be used on the project(s) along with a description of their role(s) on the project team.

- 11. Size of the firm relative to the size of the project(s).
- 12. Current workload and ability to complete project(s) in the required time.
- 13. Site Visits: As requested by the NRVJDH, the Offeror will arrange site visits to similar sites the firm has completed.

V. **EVALUATION AND AWARD OF CONTRACT**:

A. AWARD OF CONTRACT: The NRVJDH shall engage in individual discussions and interviews with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Offerors are encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed contract as well as alternate concepts. Proprietary information from competing offerors (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 §2.2-4342.D., *Code of Virginia*, as amended. At the conclusion of the informal interview, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the NRVJDH shall rank, in the order of preference, the interviewed offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted with the offeror ranked first. If a contract satisfactory and advantageous to the NRVJDH can be negotiated at a fee considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated a fair and reasonable fee. Should the NRVJDH determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

B. Evaluation Criteria: Proposals shall be evaluated by the NRVJDH using the following criteria:

| EVALUATION CRITERIA | | | |
|---------------------|---|----|--|
| 1. | Expertise, experience, and qualifications of the firm's personnel in providing services as related to the Scope of Services | 40 | |
| 2. | Geographical location of the firm relative to the project location. Current and projected work loads and ability to complete the work in a timely manner. | 5 | |
| 3. | Special experience and qualifications of the firm and proposed consultants as related to the Scope of Service. | 40 | |
| 4. | Architect's overall suitability to provide the services for this project within the time, budget, and operational constraints that may be present the comments and/or recommendations for the architect's previouslents, references and others. | | |
| 5. | Financial responsibility of the firm as evidenced by the A/E carrying Professional Liability Insurance. | 5 | |

VI RESERVATION OF RIGHTS:

NRVJDH reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest.

VII QUESTIONS:

Please submit all questions no later than May 16, 2018. No questions will be answered after this date unless the due date gets extended due to questions raised prior to May 16, 2018.

VIII CONTRACT ADMINISTRATION:

Joyce Blevins, Financial Administrator or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or her designee, 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 Administrator, or her designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the NRVJDH Superintendent through a written amendment to the contract.

IX PAYMENT PROCEDURES:

The NRVJDH will authorize payment to the Contractor after receipt of Contractor's correct invoice for services rendered. Invoices shall be sent to:

Joyce Blevins 650 Wades Lane, NW Christiansburg, VA 24073

X CONTRACT PERIOD:

The term of this contract is for one year or as negotiated. There will be an option for four (4) one-year renewals or as negotiated.

ATTACHMENT A TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

- 1. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. NRVJDH, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- AUTHORIZED USERS: Additional State agencies, institutions and/or other public bodies may be added or deleted to receive the goods or services resulting from this solicitation. The addition or deletion of authorized users shall be made only by written modification to the contract. Such modification shall name the specific agency added or deleted and the effective date.
- 3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the NRVJDH shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 4. CANCELLATION OF CONTRACT: NRVJDH reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 5. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

NRV Juvenile Detention

650 Wades Lane, NW

Christiansburg, VA 24073

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

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the NRVJDH.

- 6. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of NRVJDH, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind NRVJDH, or to otherwise act on behalf of NRVJDH, except as NRVJDH may expressly authorize in writing.
- 7. INSURANCE: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, NRVJDH reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation Statutory requirements and benefits.
- B. Employers Liability \$100,000.00
- C. General Liability \$500,000.00 combined single limit. New River Valley Juvenile Detention Home and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability \$500,000.00
 - The contractor agrees to be responsible for, indemnify, defend and hold harmless NRVJDH, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless NRVJDH, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
- 8. MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
- 9. PROPOSAL ACCEPTANCE PERIOD: Any proposal received in response to this solicitation shall be valid for (120) days. At the end of the (120) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- 10. SEVERAL LIABILITY: NRVJDH will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

ATTACHMENT B NEW RIVER VALLEY JUVENILE DETENTION HOME STANDARD CONTRACT

Contract Number: This contract entered into this ____ day of, 2018, by _____ hereinafter called the "Contractor" and the New River Valley Juvenile Detention Home, called the "NRVJDH". **WITNESSETH** that the Contractor and the NRVJDH, in consideration of mutual covenants, promises and agreements herein contained, agree as follows: **SCOPE OF SERVICES**: The Contractor shall provide the services to the NRVJDH as set forth in the Contract Documents. **CONTRACT PERIOD:** The initial contract period is through . **COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid in accordance with the Contract Documents. **CONTRACT DOCUMENTS:** The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request for Proposal Number , dated together with all written modifications thereof, the proposal submitted by the Contractor dated and the Contractor's letter dated _____, all of which contract documents are incorporated herein. In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby. **CONTRACTOR:** NRV.JDH: By: _____ Title: Title: