

March 6, 2017

PROSPECTIVE OFFERORS

Subject: RFP #17-016
Construction Testing and Inspection Services
Capital Improvement Projects

SEALED PROPOSALS for Construction Testing and Inspection Services for Fairfax County Public Schools Capital Improvement Projects are being requested in accordance with the Special Provisions in RFP #17-016. Offerors are invited to submit proposals to Gatehouse Administration Center, 8115 Gatehouse Road, Suite 3400, Falls Church, Virginia, an equal opportunity employer, no later than **2:00 p.m., Wednesday, March 22, 2017**, at the above referenced address.

RFP #17-016 documents are available at www.fcps.edu and search for Design and Construction Current Solicitations.

For additional questions, contact Sharon Kropp, senior buyer at 571-423-2414 or via email at shkropp@fcps.edu.

March 6, 2017

RFP#17-016
Construction Testing and Inspection Services
Capital Improvement Projects

Offerors:

You are invited to submit a proposal for construction testing and inspection services for Capital Improvement Projects in accordance with Special Provisions in this Request for Proposal. Fairfax County Public Schools is seeking proposals from qualified Engineering firms to include geotechnical studies and testing, soil fill and backfill testing, concrete testing, reinforcing steel inspection, structural steel inspection, geotechnical engineering, foundation design and other construction related engineering.

Proposals must be received and time stamped at the receptionist desk in the Office of Design and Construction Services, 8115 Gatehouse Road, Suite 3400, Falls Church, Virginia 22042-1203 on or before **2:00 p.m., Wednesday, March 22, 2017**. Proposals received after the date and time stated will not be accepted.

The person to contact concerning contractual matters pertaining to this RFP may be directed to the senior buyer, Sharon Kropp, CPPB, at 571-423-2414, or via email at shkropp@fcps.edu. The person to contact concerning technical questions may be directed to the assistance director, Mark Hilty, Office of Design and Construction, at 571-423-2200 or via email at mhilty@fcps.edu.

Sharon Kropp

Sharon Kropp, Senior Buyer

Attachments:

- Request for Proposal - Special Provisions
- Appendix A – RFP Checklist and RFP Proposal Cover Sheet
- Appendix B - Sample Construction Testing & Inspection/NTP and Owner-Engineer Agreement

SPECIAL PROVISIONS**1. SCOPE OF CONTRACT:**

The purpose of this Request for Proposal (RFP) is to enter into a contract with licensed, qualified firms (referred to as "Offeror" and/or "Engineer") for engineering services for Fairfax County Public Schools (referred to as "FCPS" and/or "Owner") Capital Improvement Projects. Disciplines include geotechnical studies and testing, soil fill and backfill testing, concrete testing, reinforcing steel inspection, structural steel inspection, geotechnical engineering, foundation design and other construction related engineering.

2. BACKGROUND:

The Department of Facilities and Transportation Services is responsible for the design and construction of capital improvement projects for FCPS. Its mission is to ensure that all FCPS facilities are appropriately planned, designed, constructed, and operated. The Office of Design and Construction is responsible for administration of design and construction of new schools, additions to existing buildings, renovations and improvements of existing school facilities in accordance with approved educational specifications and building codes.

3. CONTRACT PERIOD:

- A. The period of this contract shall be from date of contract award through March 31, 2018. The contract may be renewed at the expiration of its term by mutual agreement of both parties. Such renewal may be for four (4) additional one-year periods. The contract and contract pricing may be adjusted at the time of contract renewal, according to Special Provisions, Paragraph 8, *Pricing*.
- B. Any contract award pursuant to this RFP is conditioned upon an annual appropriation made by the Fairfax County School Board of funds sufficient to pay compensation due the Engineer under the contract. The contract will provide that if such an appropriation is not made in any fiscal year, and FCPS lacks funds from other sources to pay the compensation due under the contract, FCPS will be entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, FCPS will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate period fiscal year. FCPS will provide the Engineer with written notice of contract termination due to the non-appropriation of funds of least thirty (30) calendar days before the effective date of the termination. However failure by FCPS to provide such notice will not extend the contract into a fiscal year in which funds for contract payment have not been appropriated.

4. LICENSE REQUIREMENT:

All firms doing business in Fairfax County shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL tax should be directed to the Office of Assessments, telephone (703) 222-8234.

All firms doing business in Virginia must have a current State Corporation Commission Corporate Identification number. *Effective July 1, 2010, a company is required to provide FCPS a state authorization number to transact business in the state of Virginia. To obtain a State Corporation Commission Corporate Identification number, contact the state commission at 804-371-9967 or 1-800-552-7945, or <http://www.scc.virginia.gov/index.aspx>, email: sccinfo@scc.virginia.gov or The State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209.*

SPECIAL PROVISIONS**5. TASKS TO BE PERFORMED:**

Qualified Offerors are encouraged to submit a proposal for the provision of engineering construction testing and inspection services on an "as-required" basis for FCPS Capital Improvement Projects. The following services may be required: geotechnical studies & testing, soil fill & backfill testing, concrete testing, reinforcing steel inspection, structural steel inspection, geotechnical engineering, foundation design and other construction related engineering. All work performed must comply with Fairfax County Public Facilities Manual <http://www.fairfaxcounty.gov/dpwes/publications/pfm/>.

6. TECHNICAL PROPOSAL INSTRUCTIONS:

Offerors must submit the Technical Proposal in a sealed, separate binder clearly marked Technical Proposal RFP#17-016. This proposal is a separate document from the Business Proposal. FCPS reserves the right to reject Technical Proposals that are not submitted as a separate sealed document.

The following topics will be considered minimum contents of the technical proposal. Proposal contents shall be arranged in the same order and identified with each heading as presented herein.

- A. The Offeror must provide the signed RFP Proposal Cover Sheet (Appendix A).
- B. Statement of Qualifications: The Offeror must provide a statement of qualifications that must include a description of the following:
 - 1. Size and Capability of Offeror - The Offeror shall provide list staff categories and services offered.
 - 2. Organizational and Staff Experience - The Offeror shall provide a description of qualifications, background, experience, and any professional certifications relevant to performing the work described in this RFP. Information about experience should include direct experience with the specific subject matter.
 - 3. Budget and Time Requirements - The Offeror shall describe the ability to meet time and budget requirements and the approach to Project Management. Provide two specific project examples of meeting budget and time requirements.
 - 4. Location of Offeror - Due to the nature of specialized engineering services required, the Offeror shall be located within a 100-mile radius of the Department of Facilities and Transportation Services, Gatehouse Administration Center, 8115 Gatehouse Road, Falls Church, Virginia 22042-1203
 - 5. Workload – The Offeror shall describe recent, current projects to include the square footage, cost, and project timelines.
- C. Tasks to be Performed - The Offeror shall demonstrate the ability to perform all of the *Tasks to be Performed* in accordance with Fairfax County Public Facilities Manual posted at <http://www.fairfaxcounty.gov/dpwes/publications/pfm/> (Ref. Special Provisions, Paragraph 5). The Offeror should demonstrate an awareness of difficulties in the complexities of this undertaking, and must present a plan for surmounting such difficulties.

SPECIAL PROVISIONS

- D. Resumes of Proposed Project Team - The Offeror shall provide experience and resumes of proposed staff to include qualifications, experience, and any professional certifications relevant to performing the work described in this RFP. Information about experience should include direct experience with the specific subject matter. The personnel named shall remain responsible throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the Director of Design and Construction Services.
- E. Authorized Principals – The Offeror shall list the names, email address and telephone numbers of the principals authorized to conduct negotiations.
- F. References - At the minimum the Offeror shall include four or more different references of schools or similarly related projects performed, comparable to the size of FCPS, within the last five years and include organization names, addresses, names of contact persons and telephone numbers for such references.

7. BUSINESS PROPOSAL INSTRUCTIONS:

Fairfax County Public Schools is **NOT** requesting Business Proposals at the present time. FCPS may request a Business Proposal under separate cover from the top ranked Offeror(s) at a later time. The specific business proposal format will be provided to the top ranked Offeror at the time the request is made. FCPS reserves the right to require that Business Proposals be submitted by a specific deadline. FCPS will reject any Business Proposals that are submitted after the designed date and time.

8. PRICING:

The subsequent contract pricing will be based on a firm-fixed fee/hourly rate for an assigned project. The fee(s) will remain firm and will include all charges that maybe incurred in fulfilling the requirements of the initial contract. Changes in cost for any subsequent yearly contract renewals will be based on The Consumer Price Index (CPI-U), Table 10, Selected Local Area, Washington, DC-MD-VA, or other relevant trade publications, etc. The Engineer must provide a written request and supporting documentation for the renewal price increase prior to contract award.

9. SELECTION AND AWARD PROCESS:

- A. This RFP is being utilized for competitive negotiation. Under the competitive negotiation process, a contract or contracts may be awarded to the responsible offeror(s) whose proposals is determined to be the most advantageous to FCPS. Consideration will be taken by FCPS all the evaluation factors set forth in this RFP. FCPS reserves the right to make multiple awards as a result of this solicitation.
- B. The selection process for professional services shall be in conformance with School Board Policy 8220.4 and the Virginia Public Procurement Act. A Selection Advisory Committee (SAC) is established in order to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of the technical proposals based on the information provided in the Offeror's Technical Proposal.
- C. The SAC will evaluate the Offeror's required document submittal in accordance with the criteria established in Special Provisions, Paragraph 5, *Tasks To Be Performed* and Paragraph 6, *Technical Proposal Instructions*.
- D. Once the technical proposals are reviewed and evaluated, the SAC will rank the proposals.

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- E. The SAC may select Offerors deemed most qualified based on initial review to engage in individual presentations/interviews. At this stage, FCPS may discuss non-binding estimates of total project costs and propose a timeline for completion of the projects. The individual presentation/interview can provide an opportunity for the Offeror to clarify the proposal. At the conclusion of the individual presentations/interviews, the SAC shall select the Offeror (s) whose professional qualifications and proposed services are deemed most meritorious to FCPS.
- F. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the SAC requires no clarification or supplementary information, such proposals may be evaluated without further individual presentations/interviews. If no individual presentations/interviews are required, the SAC shall select, the Offeror(s) whose professional qualifications and proposed services are deemed most meritorious to FCPS.
- G. Negotiations shall then be conducted, beginning with the top-ranked Offeror(s). The Offeror (s) will be required to disclose fee structure during negotiation. If a satisfactorily proposed contract cannot be negotiated with the top-ranked Offeror(s), negotiations with that firm will be formally terminated and negotiations with the Offeror ranked second, and so on, will be conducted until a contract can be negotiated at a fair and reasonable price.
- H. At the conclusion of the negotiations/interviews, FCPS will request a firm-fixed fee/hourly rate with the top ranked Offeror(s).
- I. The SAC makes an award recommendation to one or multiple Offerors to the School Board for approval. Once the recommendation is approved, FCPS will issue the awarded Construction and Testing firms a Notice of Award Letter with an Annual Contract Number. A Notice to Proceed Letter (NTP) and Owner-Engineer Agreement will be issued to the selected Offeror(s) for each individual project they are assigned. Projects will be distributed to the selected Offerors in the best interest of FCPS.
- J. Offerors are cautioned not to contact members of the SAC. Members will only consider information provided by the Offeror in the technical proposal, presentation/interview, and negotiations. If SAC member is approached by anyone outside the SAC, who may have a material interest in this RFP, it will be immediately reported to the senior buyer.
- K. The notice of intention to award a contract, as well as the award of the contract, will be set forth on the website of Fairfax County Public Schools. While the school division staff may communicate procurement results to Offerors, each Offeror has the responsibility to monitor the website for its own purposes. (www.fcps.edu, search for Design and Construction.)

10. EVALUATION CRITERIA:

- A. Offerors are to submit written proposals which present the Offeror's qualifications and understanding of the work to be performed. Offerors shall address each evaluation criteria and to be specific in presenting their qualifications. Proposals shall be thorough and detailed as possible so that the SAC may properly evaluate the Offerors' capabilities to provide the required services.
- B. Proposal Evaluation Criteria: Each proposal will be evaluated in accordance with the RFP criteria as defined in Special Provisions, Paragraph 5, *Tasks to be Performed* and Special Provisions, Paragraph 6, *Technical Proposal Instructions*, to include, but not limited to the response and depth of approach to the following:

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Evaluation Criteria	Rating		Weight	Weight Score
A. Statement of Qualification	(1-5)	X	30	(30 to 150)
1. Size and Capability of Offeror				
2. Organizational and Staff Experience				
3. Budget and Time Project Samples				
4. Location of Offeror				
5. Work Load				
B. Approach to Task to be Performed	(1-5)	X	30	(30 to 150)
C. Resumes of Proposed Project Team/Authorized Principals	(1-5)	X	25	(25 to 125)
D. References	(1-5)	X	10	(10 to 50)
E. Overall Evaluation of Technical Proposal	(1-5)	X	5	(5 to 25)
Total:				100 to 500

Point System 1-5 (Tenths may be scored – 2.5, 3.4, 4.7, etc.)

1=Lowest Score

5=Highest Score

11. TRADE SECRETS/PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public 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 specify the items of information claimed as trade secrets or proprietary information, AND state the reasons why such protection is necessary.

12. CONTACT FOR TECHNICAL AND CONTRACTUAL MATTERS:

The person to contact concerning technical matters pertaining to this RFP is:

Mark Hilty, Assistant Director
Design and Construction Services
Department of Facilities and Transportation Services
Telephone: 571-423-2280

The person to contact concerning contractual matters pertaining to this RFP is:

Sharon Kropp, Senior Buyer
Design and Construction Services
Department of Facilities and Transportation Services
Telephone: 571-423-2414

13. REQUIRED SUBMITTALS:

Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. An Offeror's failure to provide the documentation with the Offeror's response to the RFP will affect the evaluation outcome of the proposal and may result in the disqualification of the Offeror's proposal.

SPECIAL PROVISIONS**14. SUBMISSION OF PROPOSAL:**

- A. Submit **one time-stamped package/box** that includes one (1) original (duly marked) copy and five (5) copies (duly marked) of the Technical Proposal to the receptionist at the following address on or before **2:00 p.m. on Wednesday, March 22, 2017.**

Department of Facilities and Transportation Services
 Design and Construction Services
 8115 Gatehouse Road, Suite 3400
 Falls Church, VA 22042-1203

**Attn: Sharon Kropp, Senior Buyer – Sealed Proposal for RFP# 17-016
 Construction and Testing Services – Capital Improvement Projects**

- B. Offerors are reminded that changes, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the request for RFP. Addenda will be posted on the website: www.fcps.edu, search for Design and Construction Current Solicitations. It is the responsibility of the Offerors to monitor this website for the most current addenda.
- C. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the RFP. Offerors are cautioned that the organization of their response, as well as thoroughness, is critical to the evaluation process. The RFP Proposal Cover Sheet (Appendix A) must be completed legibly and in its entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive manner and shall be arranged in the same order and identified with each heading as presented in Special Provisions, Paragraph, 6, *Technical Proposal Instructions*.
- D. Unnecessary elaborate brochures of other presentations beyond what is sufficient for a complete and effective proposal are not desired. Elaborate artwork, expensive paper/binding, visual and other presentation aids are not required. FCPS encourages Offerors to use recycled paper wherever possible.

15. LATE PROPOSALS:

Proposals received in the Office of Design and Construction Services after the date and time prescribed shall not be considered for contract award and shall be returned unopened to the Offeror.

16. PERIOD THAT PROPOSALS REMAIN VALID:

Each Offeror agrees that proposals will remain firm for a period of one hundred and eighty days (180) calendar days after the date specified for receipt of proposals.

17. INSURANCE/TAXES/BENEFITS:

The Engineer shall secure and maintain throughout the duration of this Agreement and for a period of three years after the first to occur of (a) termination of this Agreement or (b) the completion of the Work, insurance coverage of the types and amounts hereinafter specified. Such insurance shall be maintained with solvent and responsible insurance companies who are authorized to do business in the Commonwealth of Virginia and who are acceptable to the Owner. Each insurance policy shall contain a provision requiring that not less than 30 days written notice will be given to the Owner before the cancellation, non-renewal or material modification of such policy or coverage. Without limiting the foregoing requirements, the insurance coverage required hereby shall include a minimum of:

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- A. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Engineer from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
- B. The Engineer agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Engineer. In addition, all mobile equipment used by the Engineer in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
- C. The Engineer agrees to maintain Commercial General Liability insurance in the amount of \$2,000,000 per occurrence/aggregate, to protect the Engineer, its subcontractors, and the interest of FCPS, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
- D. The Engineer agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff. Unless specifically agreed upon by the Engineer and the Owner in writing, the Engineer shall furnish professional liability insurance coverage in an amount not less than \$1,000,000 and subcontractors and sub consultants shall provide limits commensurate with the responsibilities associated with their portions of the Work.
- E. The insurance coverage specified above shall constitute minimum requirements and the Owner (including its members, officers and employees) shall be included as additional insured under the insurance policies referenced. Notwithstanding the foregoing, in the event the Engineer's professional liability insurance policy contains a cross-suit exclusion or any other provision which has the effect of limiting or excluding coverage in the event that one named insured under the policy sues another named insured there under, then the requirement for naming the Owner as an additional insured under such policy shall be deemed to have been waived.
- F. The Engineer shall furnish Owner with certificates of insurance evidencing the coverage specified in this Agreement within 10 days after the date of execution of this Agreement. Upon request by Owner, the Engineer shall promptly provide the Owner with copies of the policies of insurance evidencing the coverage required hereunder.
- G. The Owner may require such information from the Engineer as it deems necessary in order to assess the Engineer's financial ability to pay any applicable deductibles under the insurance policies identified above and The Engineer hereby covenants and agrees to provide the Owner with all such information within seven days following receipt of a request therefore.
- H. The maintenance in full force and effect of all insurance coverage required hereunder shall be a condition precedent to the Engineer's exercise or

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enforcement of any of its rights under this Agreement.

- I. Nothing contained herein shall be deemed to operate as a waiver of the Owner's sovereign immunity under the law.
- J. All income taxes, retirement, workman's compensation and other fringe benefits shall be the responsibility of the Engineer. The Engineer will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith whether owned by the Engineer or by FCPS. The Engineer assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action.
- K. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to FCPS Senior Buyer and/or Construction Manager. The Engineer shall furnish a new certificate prior to any change or cancellation date. The failure of the Engineer to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- L. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- M. FCPS, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage FCPS may possess.
- N. If an "ACORD" Insurance Certificate form is used by the Engineer's Insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

18. REPORTS AND INVOICING:

- A. The Engineer must maintain all records in compliance with federal and state regulations. The Engineer must submit to each construction manager, monthly statistical reports and an annual tabulated report.
- B. In addition, the Engineer will provide each office a monthly and/or year-to-date utilization report which lists all information shown below:
 - 1. Employee name
 - 2. The name of the office
 - 3. Date of service
 - 4. Type of service
 - 5. Itemized cost for each item/service
- C. Each approved invoice shall be paid by the Owner within 45 days after the date of receipt by the Owner. Any amounts due under an approved invoice, which are not paid within 45 days after the date of receipt by Owner, shall bear interest at the rate of .5% per month until paid in full.

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- D. The invoice shall contain the applicable contract number and sent to:

**Fairfax County Public Schools
Design and Construction Services
8115 Gatehouse Road, Suite 3500
Falls Church Virginia 22042-1203**

19. PAYMENTS:

FCPS will pay the Engineer upon passing, completion, acceptance, and approval by the Construction Manager of each task assigned.

20. ELECTRONIC PAYMENT OPTION:

The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Financial Services at 571-423-3730 or via email at ACHpayments@fcps.edu.

21. CHANGES:

- A. FCPS may, at any time, by written order, require changes in the services to be performed by the Engineer. If such changes cause an increase or decrease in the Engineers cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The FCPS Director of Design and Construction Services or his designee must approve all work that is beyond the scope of this request for proposals.
- B. No services for which an additional cost or fee will be charged by the Engineer shall be furnished without the prior written authorization of the FCPS construction manager.

22. DELAYS AND SUSPENSIONS:

- A. The Engineer must give the FCPS Director of Design and Construction Services or his designee written notice if FCPS fails to provide data or services that are required for contract completion by the Engineer. If, after giving the FCPS written notice, the Engineer elects to stop work because FCPS does not supply data or services, FCPS will extend the Engineer's time of completion by a period of time reasonably suited for completion of work.
- B. FCPS will pay the Engineer for all work completed to the date of suspension plus all the Engineer's cost related to the delay, omission or any consequent work stoppage by the Engineer and its personnel. The Engineer may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by FCPS. If the Engineer decides to proceed without the data and services that were to be provided by FCPS, any error or omission of the Engineer that resulted from FCPS' omission will not constitute default by the Engineer.

23. ACCESS TO AND INSPECTON OF WORK:

The FCPS Department of Facilities and Transportation will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

SPECIAL PROVISIONS**24. PROJECT AUDITS:**

- A. The Engineer shall maintain books, records and documents of all costs and data in support of the services provided. FCPS or its authorized representative shall have the right to audit the books, records and documents of the Engineer under the following conditions:
1. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs,
 2. In the event of a disagreement between the Engineer and FCPS on the amount due the Engineer under the terms of this contract,
 3. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Engineer's efficiency or effectiveness under this contract, and,
 4. If it becomes necessary to determine FCPS' right and the Engineer's obligations under the Contract or to ascertain facts relative to any claim against the Engineer that may result in a charge against FCPS.
- B. These provisions for an audit shall give FCPS unlimited access during normal working hours to the Engineer's books and records under the conditions stated above.
- C. Unless otherwise provided by applicable statute, the Engineer, from the effective date of final payment or termination hereunder, shall preserve and make available to FCPS for a period of three (3) years thereafter, at all reasonable times at the office of the Engineer but without direct charge to FCPS, all its books, records, documents and other evidence bearing on the costs and expenses of the services relating to the work.
- D. Fairfax County Public Schools' right to audit the preservation of records shall terminate at the end of three (3) years as stated herein. The Engineer shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it subcontracts, for any portion of the work.
- E. Should the Engineer fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure FCPS' right, the Engineer shall be liable to FCPS for all reasonable costs, expenses and attorney's fees which FCPS may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to FCPS from said persons under this clause. Such audit may be conducted by FCPS or its authorized representative.

25. DATA SOURCES:

FCPS will provide the Engineer access to all available data possessed by FCPS that relates to this contract. However, the Engineer is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

26. SAFEGUARDS OF INFORMATION:

Unless approved in writing by the FCPS Director of Design and Construction Services or designee the Engineer may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Engineer under the final contract.

SPECIAL PROVISIONS**27. ORDER OF PRECEDENCE:**

In the event of conflict, the Agreement between Owner and Construction Testing and Inspection Engineer (provided at contract award) and the Special Provisions of this contract shall take precedent over the Offeror's response to this RFP.

28. SUBCONTRACTING:

- A. If one or more subcontractors/subconsultants are required, the Engineer is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors/subconsultants, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us/>, local chambers of commerce and other business organizations.
- B. As part of the contract award, the Engineer agrees to provide the names and addresses of each subcontractor/subconsultant, that subcontractor's/subconsultant's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided.

29. NEWS RELEASED BY VENDORS:

As a matter of policy, FCPS does not endorse the products or services of an Engineer. News releases concerning any resultant contract from this solicitation will not be made by an Engineer without the prior written approval of FCPS. All proposed news releases will be routed to the Purchasing Agent for review and approval.

30. AMERICANS WITH DISABILITIES ACT REQUIREMENTS :

- A. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County Government Contractors, Engineers, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.
- B. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

31. INDEMNITY:

The Engineer shall indemnify and hold harmless the Owner (its members, officers, employees and authorize representatives) from and against any claim, loss, damage, cost (including reasonable attorneys' fees and expenses), expense or liability arising from or in connection with the negligent or wrongful act, error, or omission of the Engineer, its agents, subcontractors, subconsultants, employees or other authorized representatives in connection with the performance of the Work or the breach of any representation, warranty, covenant or agreement of the Engineer set forth herein.

32. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of laws and clauses required by law to be inserted in this contract shall be deemed to be inserted herein and hereby incorporated by reference and the contract shall be read and enforced as though it were included herein and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

SPECIAL PROVISIONS**33. CHARACTER AND COMPETENCY:**

- A. The Engineer represents that it is a duly organized and licensed entity which employs qualified and experienced personnel who specialize in performing the type of construction services required hereunder. The Engineer agrees to provide a sufficient number of personnel who are suitably qualified and experienced and who are in all respects acceptable to the Owner to perform the Work in an efficient and timely manner. The Engineer represents that it is capable in all respects (including the possession of sufficient financial resources to provide fully for the payment of employees) of performing the Work and agrees to provide construction services of high quality. The Engineer agrees to diligently and conscientiously devote its resources to the performance of the Work. The Owner, upon written notice to the Engineer, and in the Owner's sole discretion, shall have the right to direct the Engineer to remove an employee permanently from the site for any reason.
- B. The Engineer will ensure that no worker shall perform work in occupied areas during school hours unless express written approval has been granted by the Owner and proper safety precautions have been exercised to isolate the area of the Work.

34. NON-DISCRIMINATION BY CONTRACTOR:

The Engineer covenants and agrees follows:

- A. During the Term, the Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin is a bona fide occupational qualification reasonable necessary to the normal operation of the Engineer. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- B. The Engineer, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Engineer is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal laws, rules, regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.

The Engineer will include the provisions of the foregoing Section 34(a), (b), and (c) in every subcontract, subconsulting agreement, and purchase order over \$10,000, in order that the provisions above will be binding upon each subcontractor, subconsultant, and vendor.

35. NO EMPLOYMENT OF UNAUTHORIZED ALIENS:

The Engineer hereby covenants and agrees that it does not, and shall not during the Term of this Contract, knowingly employ an unauthorized alien (as such term is defined in the Federal Immigration Reform and Control Act of 1986).

36. INCOMPETENT OR DISORDERLY EMPLOYEES:

- A. Any employee of the Engineer appearing incompetent or behaving in a disorderly manner will be removed immediately upon the request of the FCPS representative. Any employee removed from a job site shall not again be on FCPS work site and/or property, unless the FCPS representative grants written consent.
- B. Alcoholic beverages, illegal drugs and weapons are prohibited on the job site. Possession of alcoholic beverages or illegal drugs, on the job site by the Engineer's employee, will

SPECIAL PROVISIONS

result in immediate removal of the individual from the site. Any individual removed from the job site, pursuant to this section, may not return to any job site without the written consent of the FCPS representative.

- C. The use of tobacco products, of any kind, is not permitted on School Board Property unless there is a designated smoking area.
- D. The Engineer hereby certifies that neither the Engineer nor any employee of the Engineer who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

37. GOVERNING LAW:

- A. The Contract Documents shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles. In the event that there is a conflict between any provision set forth in the Contract Documents and the Code of Virginia, and specifically Section 2.2-4300 *et seq.* (the "Virginia Public Procurement Act"), the Code of Virginia shall control. The Contractor is cognizant of the provisions of the Comprehensive Conflict of Interest Act (Va. Code Ann. Section 2.2-3100 through 2.2-3127) and Article 6 of the Virginia Public Procurement Act entitled "Ethics in Public Contracting" (Va. Code Ann. Section 2.2-4367 through 2.2-4377).
- B. Legal Provisions Deemed Included: Each and every provision of any law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion. The Owner does not discriminate against faith-based organizations.

38. CONFLICT OF INTEREST REVISED:

By signing this RFP Proposal Cover Sheet, the Offeror certifies that it has complied with the Ethics in Public Contracting articles of the Virginia Code (sections 2.2-4367-2.2-4377) and has no knowledge of a violation on the part of any employee or agent of FCPS.

RFP CHECKLIST

Reference the Special Provisions, Paragraph 6, Technical Proposal Instructions.

- A. RFP Proposal Cover Sheet (Appendix A)
- B. Statement of Qualifications
 - 1. Size and Capability of Offeror
 - 2. Organizational and Staff Experience
 - 3. Budget and Time Project Samples
 - 4. Location of Offeror
 - 5. Workload
- C. Tasks to be Performed
- D. Resumes of Proposed Project Team/Authorized Principle
- E. References

RFP PROPOSAL COVER SHEET

Construction Testing and Inspection Services for Capital Improvement Projects

The undersigned Offeror acknowledges that it has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions.

Offeror

Address

Telephone Number

Fax Number

Person who can respond authoritatively to any questions about this proposal:

Name and Title

Phone

Fax

Email Address

Principal's Name (Signature)

Principal's Name (Printed)

Virginia Corporation Commission Number

BPOL

Federal ID Number

Small Business **Minority Business** **Woman-Owned Business**

Check here if all information on your Request for Proposal submitted is considered a trade secret or propriety information subject to the provisions of subsection D of §2.2-4342.

SAMPLE

RE: Construction Testing & Inspection Services

Contract # -17-ES-

Gentlemen:

Please be advised that your firm has been selected as the testing and inspection laboratory for the above subject project. You are hereby authorized to proceed with the work at a cost not to exceed \$.

A "critical structures" meeting will be arranged by the architect for all parties to attend. Please submit your resume and scope of work to the Critical Structures Department of Fairfax County.

The soils, concrete, R/F steel, structural steel, joists and decking will be inspected and tested by your firm.

The general contractor is , telephone , . The architect is . All notifications for testing and inspection will be the responsibility of .

Our coordinator for this project is . The architect's office will forward you a set of the contract plans and specifications for this project. The general contractor will forward two approved copies each of the concrete design mix and reinforcing shop drawings directly to your office.

The testing inspection agency will have each job site employee complete a sign-in and sign-out sheet on a daily basis. The sheet will be located in the Fairfax County Public Schools inspector's field office. The location of the school is at .

Please send one copy of each report to Fairfax County, Department of Environmental Management, Critical Structures, Building Inspections Branch, 12055 Government Center Parkway, Fairfax, Virginia 22035; two copies of your report and your invoices to:

Fairfax County Public Schools
Design & Construction Services
8115 Gatehouse Road, Suite 3500
Falls Church, VA 22042
Attention:

Enclosed, find three copies of Agreement covering this project. Return both copies with original signatures to this office and we will return one for your records.

Sincerely,

Kevin Sneed
Director

KS/
Encl: Agreement

cc:

FAIRFAX COUNTY PUBLIC SCHOOLS
AGREEMENT BETWEEN OWNER AND ENGINEER

SAMPLE

For providing the professional services described below to

(the "Project").

This Agreement # **-17-ES-** made and entered into this **day of** , **2017** ,
between the Fairfax County School Board, Virginia (the "Owner") and (the "Engineer"), whose
address is .

1. The Engineer shall provide professional services for the Project in accordance with the General Terms and Conditions of this Agreement and Special Provisions of RFP #17-016.
2. The Owner shall compensate the Engineer, in accordance with the Terms and Conditions of this Agreement.
 - (a) FOR BASIC SERVICES, as described in Paragraph A (below), Basic Compensation shall be a not-to-exceed fee as defined (below).

The sum of and 00/100 (\$)

GENERAL TERMS AND CONDITIONS OF AGREEMENT
BETWEEN OWNER AND ENGINEER

A. Basic Services

The Engineer shall provide Owner with professional engineering services in all phases of the Project to which this Agreement applies. These services shall include serving as Owner's engineering representative for the Project providing laboratory testing and field inspection services. Hourly unit prices shall include engineering report review, report distribution, mileage and travel time one way only at a cost not to exceed \$. All work shall be performed in accordance with the Fairfax County Critical Structures program, which is normally or customarily furnished and reasonably necessary for the Project.

The Engineer shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through the Engineer and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

The Engineer shall advise the Owner of any adjustments to the latest Statement of Probable Cost caused by changes in general scope, extent or character or design requirements of the Project or by general market conditions and shall furnish to the Owner a revised Statement of Probable Cost including any such adjustments.

B. Reimbursable Expenses

The Engineer shall be reimbursed by the Owner for printing the Mylar record drawings; the bid set Construction Documents (excluding addenda); the 35mm aperture cards and AutoCAD diskette. The Engineer shall use only printing companies approved by the Owner.

C. Payments to the Engineer

1. Payments for Basic Services shall be made periodically upon approved invoices submitted no more frequently than once per month, in proportion to services performed.
2. Payments for Additional Services and Reimbursable Expenses, as defined in Paragraph B, shall be made as provide herein. The Engineer shall prepare and submit to the Owner each month an invoice in a form acceptable to the Owner describing the Additional Services performed and the Reimbursable Expenses incurred.
3. An approved invoice, whether for Basic Services or Additional Services, shall be paid within 45 days of its receipt by the Owner.
4. The Owner may withhold such amounts otherwise due the Engineer as may be necessary in the opinion of the Director of Design and Construction (or his designee) to protect the Owner against loss or damage due to:
 - a) defective Work,
 - b) third party claims filed or reasonable evidence indicating probable filing of such claims as a result, in whole or in part, of the Work,
 - c) failure of the Engineer to make payments properly to its consultants,
 - d) persistent failure of the Engineer to carry out the Work in accordance with the Agreement,
 - e) liability, damage, loss or injury to persons caused by the act or neglect of the Engineer or any of its consultants in connection with the Work, or
 - f) damage to the Owner or to a contractor as a result, in whole or in part, of the Work.

In the event that amounts are withheld hereunder, the Engineer may contest such withholding by notifying the Director of Design and Construction in writing within 10 days of the date of notice to the Engineer of the withholding or payment to the Engineer in an amount reflecting a withholding hereunder. The Engineer shall provide the Director of Design and Construction with all information, which supports his claim of entitlement to full payment hereunder. The Director of Design and Construction (or his designee) shall render a decision regarding the withholding of amounts to protect the Owner against loss due to any one or more of the items identified in (a) through (f) above within 30 days after his receipt of notice from the Engineer.

In the event that amounts have been withheld pursuant to subparagraph (c) above, the Owner may in its discretion pay such amount by two-party check to the Engineer and its consultant(s); in which event the amount so paid shall be credited in full against the Owner's obligations to make payment to the Engineer under this Agreement.

5. Plan deposits not refunded shall be forwarded to the Owner.
6. Records of the Engineer's Reimbursable Expenses and expenses pertaining to Additional Services on the Project shall be kept in accordance with generally accepted accounting principles. Copies will be delivered to the Owner on request prior to any payment therefore.

D. Termination of Agreement

1. The Owner may terminate this Agreement at any time upon seven days' written notice to the Engineer.
2. In the event of termination, the Engineer shall receive compensation for all Work completed, and all Reimbursable Expenses incurred, through the date of such termination; provided,

however, that upon receipt of a notice of termination, the Engineer shall, as soon as practicable, suspend all Work within his control (including services provided by subcontractors or special consultants, if any) and shall not incur any additional expense for which he seeks or intends to seek compensation. Furthermore, daily compensation for services provided during the period between notice of termination and the date of termination shall in no event exceed the average daily compensation paid to the Engineer for services provided during the calendar month immediately preceding notice of termination.

3. In the event of any termination under this Paragraph D, the Engineer consents to the Owner's selection of another architect or engineer of the Owner's choice to assist the Owner in any way in completing the Project. The Engineer further agrees to cooperate and provide any information requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by the Owner and such other Engineer as the Owner may select.

E. Ownership of Documents

Original drawings and/or specifications are the property of the Engineer; however, the Project is the property of the Owner, and the Engineer may not use the drawings and/or specifications therefore for any purpose not relating to the Project without the Owner's consent. The Owner shall be furnished with such reproductions of drawings and/or specifications as the Owner may reasonably require. Upon completion of the Work or any earlier termination of the Agreement pursuant to Paragraph D, the Engineer will revise drawings to reflect changes made during construction and the Engineer will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be the property of the Owner who may use them without the Engineer's permission for other projects, for additions to this Project, and/or for completion of this Project by others.

F. Indemnity by Engineer

The Engineer shall indemnify and hold harmless the Owner (its members, officers, employees and authorized representatives) from and against any loss, damage, expense or liability arising from the negligent or wrongful act, error, or omission of the Engineer.

G. Court of Jurisdiction

Any disputes hereunder between the Owner and the Engineer which are not resolved by agreement shall be resolved by a court of competent jurisdiction in the Commonwealth of Virginia.

H. Project Audits

The Engineer shall maintain adequate records in such a manner that they may be audited in progress and/or up to three years from completion of the contract. A simple ledger sheet showing disbursement by line item is preferred. The auditor will need access to the following documents during this audit:

1. All paid vouchers including those for out-of-pocket expenses, and other reimbursements supported by invoices, including Contractor's copies of periodic estimate for partial payment
2. Ledgers
3. Cancelled checks
4. Deposit slips
5. Bank statements
6. Journals, if any

7. Copies of all contracts and copies of any contract amendments/change orders

8. Insurance documents, payrolls, time sheets

I. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles.

J. Counterparts

This Agreement may be executed in one or more counterparts, and each counterpart shall be deemed to be an original.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

OWNER:

FAIRFAX COUNTY PUBLIC SCHOOLS

ENGINEER:

Kevin Sneed
Special Projects Administrator
Capital Improvements and Planning
Fairfax County Public Schools

President