

October 19, 2020

RFP #21-007
Architectural and Engineering Services
Feasibility Study and Recommend the Reuse of the
Existing Clifton Elementary School Facility

Offerors:

You are invited to submit a proposal for architectural and engineering services for the Office of Design and Construction Services in accordance with the terms and conditions of this solicitation.

Proposals will be received and must be time stamped at the receptionist desk in the Office of Design and Construction Services, Gatehouse Administrative Center, 8115 Gatehouse Road, Suite 3400, Falls Church, Virginia 22042-1203, before **2:00 p.m., November 11, 2020. Gatehouse Administration Center is closed to the public**, if hand delivering, contact 572-423-2200 for instructions and to allow enough time for delivery, entrance to building, and time stamping prior to 2:00 p.m. on November 2, 2020. Proposals received after the date and time stated will not be accepted.

Contractual question may be directed to the Senior Buyer, Sharon Kropp, CPPB, Office of Design and Construction Services at 571-423-2414 or via email at shkropp@fcps.edu. Technical questions may also be directed to Project Coordinator, Godson Nwosu, Office of Design and Construction Services, at 571-423-2200 or via email at gnwosu@fcps.edu.

Sharon Kropp, CPPB

Senior Buyer

Attachments: Request for Proposal - Special Provisions
RFP Checklist
Appendix A - RFP Cover Sheet
Appendix B - Sample Agreement Between Owner and Architect

SPECIAL PROVISIONS

1. SCOPE OF CONTRACT:

The purpose of this Request for Proposals (RFP) is to solicit proposals demonstrating qualifications for the establishment of a contract for architectural and engineering services to perform a feasibility study and make recommendations for the reuse of the existing Clifton Elementary School facility located at 7010 Clifton Road, Clifton, Virginia 20124.

Specific details on the scope of work and project deliverables can be found in Section 5 – *Tasks To Be Performed*, of this solicitation.

2. BACKGROUND:

Approximately 46,000 square feet, Clifton Elementary School was built in 1954 and served the local community until it was closed in 2011. The school property is owned by Fairfax County School Board (FCSB). FCSB seeks to serve the community and make best use of resources by evaluating options to revitalize the property.

3. 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.*

4. CONTRACT PERIOD:

- A. The duration of this contract shall be for a period of 180 working day from the date of Notice to Proceed.
- B. Any contract awarded pursuant to this RFP is conditioned upon an annual appropriation of funds made by the Fairfax County School Board (FCSB) sufficient to pay compensation due the Architectural and Engineering (A&E) firm under the contract. The contract will provide that if such an appropriation is not made in any fiscal year, and FCSB lacks funds from another source to pay the compensation due under the contract, FCSB will be entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event FCSB 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. FCSB will provide the A&E firm with written notice of contract termination due to the non-appropriation of funds of least 30 calendar days before the effective date of the termination. However, failure by FCSB to provide such notice will not extend the contract into a fiscal year in which funds for contract payment have not been appropriated.

5. TASKS TO BE PERFORMED:

The contract will include the following professional services to provide feasibility study and recommend the reuse of the existing Clifton Elementary School facility:

- A. Conduct site walk with Fairfax County Public Schools (FCPS) staff
- B. Survey condition of the existing facility and site

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- C. Compliance with code, American Disability Act (ADA), fire protection, and applicable federal, state, and local regulations
- D. Assessment of all mechanical, electrical, plumbing and heating, ventilation, and air conditioning (HVAC)
- E. Traffic Patterns
- F. Water and sanitary service equipment
- G. Exclusions: Topographic/boundary survey, hazardous materials assessment, environmental assessment/determination, geotechnical services, loose equipment, and finishes
- H. Meetings: Up to three (3) meetings via virtual conferencing with FCPS staff
- I. Deliverable: Facility and Site Condition Assessment Report including equipment inventory, installation date and lifecycle
- J. Service/retrofit and re-use of existing facility as a school (consider renovation and addition(s))
- K. Demolish existing structure and construct new school on site
- L. Demolish existing structure and maintain land asset
- M. Deliverable to include the recommended option and full reports of the analysis of the three base options

6. TECHNICAL PROPOSAL SUBMISSION INSTRUCTIONS:

Offerors must submit the Technical Proposal clearly marked Technical Proposal RFP #21-007.

The overall Technical Proposal should be limited to fifty (50) pages. The following topics will be considered minimum contents of the technical proposal. Technical proposal contents shall be arranged in the same order and identified with each heading as presented herein.

The following will be used as the evaluation ranking criteria.

- A. The Offeror must provide the signed RFP Cover Sheet (Appendix A).
- B. Statement of Qualifications: The Offeror must provide a statement of qualifications that must include a description of organizational, staff experience, and resumes of proposed staff.
 1. Size and Capability of Offeror - The Offeror shall provide a list of staff categories, services, disciplines offered.
 2. Organizational and Staff Experience - The Offeror shall provide a description of their 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.
 3. Timeline and Staffing Plan - The Offeror shall provide samples of ability to provide timelines with ability to meet deadlines. Provide a staffing plan which describes the Offeror's proposed staff distribution to accomplish this work described in Special Provisions, Section 5, *Tasks To Be Performed*. The staff plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is required to identify key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.
 4. Location of Offeror - The Offeror shall be located within a 100-mile radius of the Department of Facilities and Transportation Services, Office of Design and

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Construction Services, Gatehouse Administration Center, 8115 Gatehouse Road, Falls Church, VA 22042-1203.

5. Workload - The Offeror shall describe recent, current projects to include the square footage, cost, and project timelines.
- C. Detail of Approach to Tasks to be Performed: The Offeror shall demonstrate the ability to perform all tasks to be performed as indicated in Special Provisions, Section 5, *Tasks To Be Performed*.

Offeror should demonstrate an understanding of the proposed tasks to be performed and an awareness of all difficulties in the completion of resultant efforts, along with plans for surmounting them.

- D. Resumes of Proposed Project Team and Authorized Principals: 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 Special Projects Administrator, Capital Improvements and Planning or designee. List all names, e-mail address, and telephone numbers of the principals authorized to conduct negotiations.
- E. References: Special notation must be made of at least three similar or related programs performed, including firm and/or entity names, addresses, names of contact persons, and telephone numbers for each reference. Multiple references from Fairfax County Public Schools, Virginia, including County of Fairfax Virginia, will be counted as one reference.

7. BUSINESS PROPOSAL INSTRUCTIONS:

Fairfax County Public Schools is **NOT** requesting Business Proposals at the present time. FCPS shall 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-rated 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 negotiated lump-sum fixed fee for the feasibility study. The fee(s) will remain firm and will include all charges that maybe incurred in fulfilling the requirements of the contract.

9. REPORTS

- A. The A&E firm must maintain all records in compliance with federal and state regulations.
- B. A full report will be submitted at the end of the feasibility study in support of the recommended option.

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10. TIME OF PERFORMANCE:

- A. The A&E firm shall perform all services in a timely manner based on the established time schedule. The A&E firm shall submit a schedule for project completion to the Project Coordinator. Scheduling approved by the FCPS, shall not, except for reasonable cause, be exceeded by the A&E firm. FCPS reserves the right to access liquidated damages at \$400.00 for each business day project completion is delayed beyond the agreed upon time.
- B. The A&E firm will guarantee preparation of Feasibility Study with full report in accordance with the agreed upon timeframe.

11. 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 proposal is determined to be the most advantageous to FCPS. FCPS will take in to consideration 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 A&E firm services shall be in accordance 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 technical proposals submitted in response to this Request for Proposal. 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, Section 6, *Technical Proposal Submission Instructions* and Section 5, *Tasks To Be Performed*. Once the technical proposals are reviewed and evaluated, the SAC will rank the proposals.
- D. The SAC will schedule presentations/interviews with top ranked Offerors. Upon completing the presentations/interviews with the top ranked offeror(s), the SAC shall select in order of preference, the Offeror (s) whose professional qualifications and proposed services are deemed most meritorious to FCPS.
- E. Negotiations shall then be conducted, beginning with the top-ranked Offeror(s). The Offeror's will be required to disclose fee structure (Business Proposal) during negotiations. If a satisfactorily proposed contract cannot be negotiated with the top-ranked Offeror(s), negotiations with the 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.
- F. At the conclusion of the negotiations/interview, FCPS will request a firm-fixed fee/hourly rate with the top-ranked Offeror(s).
- G. The SAC makes an award recommendation of one or multiple Offerors to the School Board for approval. Once the recommendation is approved, FCPS will issue a Notice to Proceed Letter and *Agreement Between Owner and Architect* to each firm that will be awarded a contract.
- H. Offeror(s) 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 a 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.

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- I. FCPS may cancel this RPF or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a proposal was not deemed to be the most advantageous.
- J. The notice of intent 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 Offeror(s), each Offeror has the responsibility to monitor the website for its own purposes. (www.fcps.edu, search for Design and Construction).

12. EVALUATION CRITERIA:

- A. Offerors are to make written proposals which present the Offeror’s qualifications and understanding of the work to be performed. Offerors shall address each evaluation criteria item and are to be specific in presentation of their qualifications. Proposals shall be as thorough and as 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 request for proposal criteria as defined in Special Provisions, Section 6, *Technical Proposal Submissions Instructions*, to include, but not limited to the response and depth of:

Evaluation Criteria	Rating x Weight = Weight Score		
1. Statement of Qualifications	(1-5)	x 30	= (30 to 150)
a. Size and Capability of Offeror			
b. Organizational and Staff Experience			
c. Timeline and Staffing Plan			
d. Location of Offeror			
e. Workload			
2. Detailed Approach to Tasks to be Performed	(1-5)	x 30	= (30 to 150)
3. Resumes Project Team/Authorized Principals	(1-5)	x 25	= (25 to 125)
4. References	(1-5)	x 10	= (10 to 50)
5. Overall Evaluation of Technical Proposal	(1-5)	x 5	= (5 to 25)
TOTAL SCORE			= (100 to 500)

Point System 1-5 (tenths may be scored - 2.5, 3.4, 4.7, etc.), 1=lowest, 5-highest

13. 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.

14. CONTRACT FOR TECHNICAL AND CONTRACTUAL MATTERS:

The person to contact concerning technical matters pertaining to RFP #21-007 is:

Godson Nwosu, coordinator III, Capital Projects
 Office of Design and Construction Services
 Department of Facilities and Transportation Services
 Telephone: 571-423-2200, gnwosu@fcps.edu

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The person to contact concerning contractual matters pertaining to this RFP #21-007 is:

Sharon Kropp, CPPB, senior buyer
 Office of Design and Construction Services
 Department of Facilities and Transportation Services
 Telephone: 571-423-2414, shkropp@fcps.edu

15. REQUIRED SUBMITTALS:

Each Offeror responding to this Request for Proposal must supply all the documentation required in RFP #21-007. An Offeror's failure to provide the documentation with the Offeror's response to RFP #21-007 will affect the evaluation outcome of the proposal and may result in the disqualification of the Offeror's proposal.

16. SUBMISSION OF PROPOSAL:

- A. Submit one (1) originally (duly marked) and five (5) time-stamped copies of the Technical Proposal to the receptionist at the following address before **2:00 p.m. on Wednesday, November 11, 2020**. If hand delivering, contact 572-423-2200 for instructions and to allow enough time for delivery, entrance to building, and time stamping prior to 2:00 p.m.

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

**Attn: Sharon Kropp – Sealed Proposal for RFP #21-007
 A&E Services- Clifton Elementary School**

- B. Offerors are reminded that changes, in the form of addenda, are often issued between the issue date and the closing of the request for proposal. Addenda will be posted on the website: www.fcps.edu and 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 Request for Proposal. Offerors are cautioned that the organization of their response, as well as thoroughness, is critical to the evaluation process. The RFP 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, Section 6, *Technical Proposal Submission 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.

17. LATE PROPOSALS:

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

18. PERIOD THAT PROPOSALS REMAIN VALID:

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

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19. INSURANCE/TAXES/BENEFITS:

The A&E firm 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:

- A. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the A&E firm 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 A&E firm 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 A&E firm. In addition, all mobile equipment used by the A&E firm in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
- C. A&E firm agrees to maintain Commercial General Liability insurance in the amount of \$2,000,000 per occurrence/aggregate, to protect the A&E firm, 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 A&E firm 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 A&E firm and the Owner in writing, the A&E firm 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 A&E firm'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 A&E firm 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 A&E firm shall promptly provide the Owner with copies of the policies of insurance evidencing the coverage required hereunder.

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- G. The Owner may require such information from the A&E firm as it deems necessary in order to assess the A&E firm's financial ability to pay any applicable deductibles under the insurance policies identified above and The A&E firm 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 A&E firm's exercise or 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 A&E firm. The A&E firm 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 A&E firm or by FCPS. The A&E firm 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 days written notice to FCPS Senior Buyer and/or Project Coordinator . The A&E firm shall furnish a new certificate prior to any change or cancellation date. The failure of the A&E firm 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 A&E firm'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.

20. DELAYS AND SUSPENSIONS:

- A. The A&E firm must give FCPS's Special Projects Administrator, Capital Improvements and Planning, written notice if FCPS fails to provide data or services that are required for contract completion. If, after giving the FCPS's Special Projects Administrator, Capital Improvements and Planning, written notice, the A&E firm elects to stop work because FCPS does not supply data or services, FCPS will extend the A&E firm's time of completion by a period of time reasonably suited for completion of work.
- B. FCPS will pay the A&E firm for all work completed to the date of suspension plus all the A&E firm's cost related to the delay, omission or any consequent work stoppage by the A&E firm and its personnel. The A&E firm 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 A&E firm decides to proceed without the data and services that were to be provided by FCPS, any error or omission of the A&E firm that resulted from the FCPS's omission will not constitute default by the A&E firm.

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21. ACCESS TO AND INSPECTION OF WORK:

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

22. CHANGES:

- A. FCPS may, at any time, by written order, require changes in the services to be performed by the A&E firm. If such changes cause an increase or decrease in the A&E firms 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's Special Projects Administrator, Capital Improvements and Planning or his or her 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 A&E firm shall be furnished without the prior written authorization of the FCPS's Special Projects Administrator , Capital Improvements and Planning.

23. CHARACTER AND COMPETENCY:

- A. The A&E firm represents that it is a duly organized and licensed entity which employs qualified and experienced personnel who specialize in performing the type of professional services required hereunder. The A&E firm 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 A&E firm 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 professional services of high quality. The A&E firm agrees to diligently and conscientiously devote its resources to the performance of the Work. The Owner, upon written notice to the A&E firm, and in the Owner's sole discretion, shall have the right to direct the A&E firm to remove an employee permanently from the site for any reason.
- B. The A&E firm 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.

24. ORDER OF PRECEDENCE:

In the event of conflict, the *Agreement Between Owner and Architect* (provided at contract award) and the Special Provisions of this contract shall take precedent over the Offeror's response to this Request for Proposal.

25. INVOICING AND ELECTRONIC PAYMENT OPTION:

- A. Each approved invoice shall be paid by the FCPS within 45 days after the date of receipt by the Owner. Any amounts due under an approved invoice, which is not paid within 45 days after the date of receipt by FCPS, shall bear interest at the rate of .5% per month until paid in full.
- B. The invoice shall contain the applicable contract number and sent to:

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

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- C. 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.

26. PROJECT AUDITS:

- A. The A&E firm 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 A&E firm 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 A&E firm and FCPS on the amount due the A&E firm under the terms of this contract,
 3. To check or any amounts invoiced or paid which are required to reflect the costs of services, or the A&E firm's efficiency or effectiveness under this contract, and,
 4. If it becomes necessary to determine FCPS' right and the A&E firm's obligations under the Contract or to ascertain facts relative to any claim against the A&E firm 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 A&E firm's books and records under the conditions stated above.
- C. Unless otherwise provided by applicable statute, the A&E firm, 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 A&E firm 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 A&E firm 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 A&E firm fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure FCPS' right, the A&E 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 maybe conducted by FCPS or its authorized representative.

27. DATA SOURCES:

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

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28. SAFEGUARDS OF INFORMATION:

Unless approved in writing by the FCPS's Special Projects Administrator, Capital Improvements and Planning or designee, the A&E firm may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the A&E firm under the final contract.

29. NEWS RELEASED BY VENDORS:

As a matter of policy, FCPS does not endorse the products or services of the A&E firm. News releases concerning any resultant contract from this solicitation will not be made by the A&E firm without the prior written approval of FCPS. All proposed news releases will be routed to the FCPS's Special Projects Administrator, Capital Improvements and Planning for review and approval.

30. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- A. FCPS 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 FCPS programs, activities, and services. FCPS contractors, engineers, subcontractors, consultants, vendors, and/or suppliers are subject to this ADA policy. All individuals having any FCPS contractual agreement must make the same commitment.
- B. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

31. NO EMPLOYMENT OF UNAUTHORIZED ALIENS:

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

32. CONFLICT OF INTEREST REVISED:

By signing the RFP 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.

33. INDEMNITY:

The A&E firm 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 A&E firm, its agents, subcontractors, subconsultants,

34. 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).

SPECIAL PROVISIONS

- 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.

35. NON-DISCRIMINATION BY CONTRACTOR:

The A&E firm covenants and agrees to follow:

- A. During the Term, the A&E firm 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 A&E firm. The A&E firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- B. The A&E firm, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that A&E firm 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 A&E firm will include the provisions of the foregoing Section 35(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.

36. 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.

RFP CHECKLIST

Offerors must submit the Technical Proposal in a sealed, separate binder clearly marked Technical Proposal RFP #21-007 and at a minimum contain the following (Ref: The Special Provisions, Section 6, *Technical Proposal Submission Instructions*).

1. RFP Cover Sheet (Appendix A)
2. Statement of Qualifications
 - Size and Capability of Offeror
 - Organizational and Staff Experience
 - Timeline and Staffing Plan
 - Location of Offeror
 - Workload
3. Detail of Approach to Tasks to be Performed
4. Resumes Proposed Project Team and Authorized Principals
5. References

RFP COVER SHEET

**Architecture and Engineering Services for Clifton Elementary School
Office of Design and Construction Services**

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)

Federal ID Number

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

Check here if all information on your application submitted is considered a trade secret or propriety information subject to the provisions of subsection F of §2.2-4342 (Ref: Special Provisions, Section 10, *Trade Secrets/Proprietary Information*).

SAMPLE

**FAIRFAX COUNTY PUBLIC SCHOOLS
AGREEMENT BETWEEN OWNER AND ARCHITECT**

For providing the professional services described below:

**Title
School Name**

(the "Project")

This Agreement **#number**, made and entered into this ___ **day of Month**, between the Fairfax County School Board, Virginia (the "Owner") and **Firm Name** (the "Architect"), whose address is **address**.

1. The Architect shall provide professional services for the Project in accordance with the General Terms and Conditions of this Agreement.
2. The Owner shall compensate the Architect 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 00/100 (\$00,000.00)

**GENERAL TERMS AND CONDITIONS OF AGREEMENT
BETWEEN OWNER AND ENGINEER**

A. Basic Services

The Architect shall provide Owner with professional services in all phases of the Project to which this Agreement applies. These services shall include serving as Owner's representative for the Feasible Study Project as specified. 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 Architect shall be responsible for the completeness and accuracy of all drawings, reports and specifications submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

1. The Architect 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. Additional Services

Any Additional Services which shall have been authorized in writing by the Owner shall be performed by the Architect, subcontractor or subconsultant in accordance with the rate schedule attached hereto as EXHIBIT A.

No architect services made necessary, in whole or in part, by any fault of omission of the Architect (or any subcontractor or subconsultant of the Architect) to perform his duties, responsibilities under this Agreement shall be compensated as Additional Services under this Agreement.

SAMPLE

C. Reimbursable Expenses

The Architect shall only be reimbursed by the Owner for Owner required submission document printing only. In addition, if approved in advance by Owner, the Architect shall be eligible to receive reimbursement for the following costs and expenses: owner required reproductions, and specifications and other documents, courier services required for Owner deliveries, and other similar project related expenses, laboratory fees, and special supplies. The costs and expenses for which the Architect shall be eligible for reimbursement under this Paragraph shall be referred to as "Reimbursable Expenses." Each such Reimbursable Expense shall have been incurred by the Architect as a result of the Work and shall include any cost or expenses that is incidental to the regular conduct of the Architect's business operations.

D. Payments to the Architect

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 Paragraphs B and C, shall be made as provided herein. The Architect 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, Additional Services or Reimbursable Expenses, shall be paid within 45 days of its receipt by the Owner.
4. The Owner may withhold such amounts otherwise due the Architect as may be necessary in the opinion of the Assistant 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 Architect to make payments properly to its consultants,
 - (d) Persistent failure of the Architect 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 Architect 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 Architect may contest such withholding by notifying the Special Projects Administrator, Capital Improvements and Planning in writing within ten (10) days of the date of notice to the Architect of the withholding or payment to the Architect in an amount reflecting a withholding hereunder. The Architect shall provide the Special Projects Administrator of Capital Improvements and Planning with all information which supports his claim of entitlement to full payment hereunder. The Special Projects Administrator, Capital Improvements and Planning (or 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 Architect.

In the event that amounts have been withheld pursuant to subparagraph (c) above, the

SAMPLE

Owner may in its discretion pay such amount by two-party check to the Architect 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 Architect under this Agreement.

5. Records of the Architect'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 thereof.

E. Termination of Agreement

1. The Owner may terminate this Agreement at any time upon seven days' written notice to the Architect.
2. In the event of termination, the Architect 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 Architect 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 Architect for services provided during the calendar month immediately preceding notice of termination.
3. In the event of any termination under this Paragraph E, the Architect consents to the Owner's selection of another Architect of the Owner's choice to assist the Owner in any way in completing the Project. The Architect 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.

F. Ownership of Documents; Grant of License

Original drawings and specifications which are produced hereunder (the "Instruments of Service") are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and 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 specifications as the Owner may reasonably require. Upon completion of the Work or any earlier termination of the Agreement pursuant to paragraph E, the Architect will revise drawings to reflect changes made during construction, and the Architect 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 Architect's permission for other projects, for additions to this Project and/or for completion of this Project by others. Upon execution of this Agreement, the Architect grants to the Owner a permanent, nonexclusive license to reproduce and use the Architect's Instruments of Service for the purpose of constructing, using and maintaining the Project, provided that the Owner shall comply with all material obligations hereunder, including prompt payment of all sums when due. The Owner also shall have the right to use the Instruments of Service for other projects provided that, in the event that such future projects are undertaken without the assistance or involvement of the Architect or the Architect's subconsultants, any associated modifications to the Instruments of Service and/or the underlying Project shall be at the Owner's sole risk and without liability to the Architect or the Architect's consultants, unless the injury or liability results from a violation of the standard of care of the Architect or its consultants on the original Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement.

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G. Subconsultant Services

1. In the event that services or special consultants or subcontractors (sometimes collectively referred to herein as "Subconsultants") are required for portions of the Work, the Architect will be responsible for contracting for these services. In such event, the Architect shall so notify the Owner in writing and identify each subconsultant that may be required. The Owner, in its sole and absolute discretion, shall have the right to determine whether Subconsultants are to be used. The Owner reserves the right to reject any Subconsultants proposed by the Architect. Unless otherwise agreed upon by the Owner, the Architect shall obtain at least three proposals and furnish these proposals, with the Architect's recommendation, to the Owner for its approval prior to engaging any Subconsultant.
2. The Architect shall require each Subconsultant, to the extent that the Work is to be performed by such Subconsultant, to be bound to the Architect by the terms and conditions of this Agreement, and to undertake and perform on behalf of the Architect all of the obligations and responsibilities with respect to such Work, including the grant of a license in favor of the Owner pursuant to Section I and the timely delivery of all required submittals in the specified formats, with the Architect shall have undertaken to perform on behalf of the Owner and/or the General Contractor hereunder. Each Subconsultant agreement shall preserve and protect the rights of the Owner under this agreement with respect to the Work to be performed by the Subconsultant and shall provide to the Architect the same power to terminate any subconsultant agreement that the owner may exercise to terminate the Architect hereunder.

H. Indemnity by Architect

The Architect shall indemnify and hold harmless the Owner and its members, officers, employees and authorized representatives from and against any claim, loss, damage, cost (including reasonable attorneys' fees and expenses), expense or liability arising from or in connection with: (a) any material breach of representations, warranties, agreements and covenants of the Architect contained in this Agreement; (b) any injuries to persons or property caused by any negligent or wrongful act or omission of Architect or its subcontractors, subconsultants, employees, or other authorized representatives; (c) any claims filed by the Architect which are adjudicated in favor of the Owner; and (d) any claims filed against the Owner by a subcontractor, subconsultant or employee of the Architect.

I. Court of Jurisdiction

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

J. Project Audits

The Architect 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.

SAMPLE

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.

K. Non-discrimination and Drug Free Workplace

1. During the performance of this Agreement, the Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Architect, in all solicitations or advertisements for employees placed by or on behalf of the Architect will state that such Architect is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.
4. The Architect will include the provisions of the foregoing Section K (1), (2), and (3) 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.
5. During the performance of this Agreement, the Architect agrees to (a) provide a drug-free workplace for the Architect employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Architect's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For purposes hereof, a "drug-free workplace" shall mean the site for the performance of the Work contemplated by the Contract Documents.
6. The Owner does not discriminate on any unlawful basis (including in connection with faith-based organizations).

L. Officials Not to Benefit

Upon the request of the Owner, or any authorized agent of the Owner as a prerequisite for the payment pursuant to the terms of this agreement, there shall be furnished to the Owner a statement, under oath, that no member of the Owner, or member of his or her immediate family, including spouse, parent or children, or any other officer or employee of the Owner, or any member or employee of a Commission, Board or Corporation controlled or appointed by the Owner, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or in any manner, remuneration arising from or directly or indirectly related to this agreement; and that upon request by the Owner, or other authorized agent, as a prerequisite to payment pursuant to the terms of this agreement, there will be furnished to the Owner under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied.

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M. Governing Law

The law of the State of Virginia shall govern the terms of the Agreement. In the event that there is a conflict between the language of this Agreement and that of the Code of Virginia, and specifically the "Virginia Public Procurement Act," the Code of Virginia shall control.

N. 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:

ARCHITECT :

FAIRFAX COUNTY PUBLIC SCHOOLS

Signature

Signature

SAMPLE

EXHIBIT A

RATES FOR ADDITIONAL SERVICES

Additional services shall be compensated at the following rates:

Principal-in-Charge	\$_____
Project Manager	\$_____
Project Engineer Supervisor	\$_____
Project Senior Engineer	\$_____
Engineer	\$_____
Engineer Design	\$_____
Mechanical Engineer	\$_____
Electrical Engineer	\$_____
Plumbing Engineer	\$_____
Fire Protection Engineer	\$_____
Structural Engineer	\$_____
Clerical	\$_____

Services of Professional Consultants at a multiple of **[1.10]** times the amount billed to the Architect