

# REQUEST FOR PROPOSALS

Issue Date: June 26, 2009

RFP# 09-13

Title: TERM CONTRACT FOR COMMISSIONING SERVICES

Commodity Code: PROFESSIONAL SERVICES

**NOTE: The offeror must have registered in eVA prior to the deadline for submission of responses to this RFP to be eligible for the award of this contract for professional services.**

Issuing Agency & Address: Commonwealth of Virginia  
Department of Behavioral Health and Developmental Services (DBHDS)  
*(formerly the Department of Mental Health, Mental Retardation and Substance Abuse Services)*  
P.O. Box 1797  
Richmond, Virginia 23218-1797

Location of Work: Statewide

Period Of Contract: One year or when the maximum fee total of one million dollars (\$1,000,000) is reached, with the DBHDS option to renew for up to four (4) additional years.

All inquiries for information should be directed to: Office of Architectural and Engineering Services, Phone: 804-786-3926.

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO:**

DBHDS, Office of Architectural and Engineering Services, Jefferson Building, Room 731, 1220 Bank Street, Richmond, Va. 23219.

Sealed proposals for furnishing the services described herein will be received until **4:00 p.m. local time on July 28, 2009** Proposals must reach the above address by the deadline stated.

In compliance with this Request For Proposals, which includes the attached Table of Contents and all provisions and appendices attached and referenced therein, and subject to all the terms and conditions set forth herein, the undersigned offers and agrees to furnish the services described in the RFP cited above and submit this signed proposal which includes this completed and signed page, the completed and signed Forms AE-1, AE-2, AE-3, AE-4, AE-5 and AE-6 and other data as required by the RFP. It is understood that this proposal and the scope of services may be modified, by mutual agreement in subsequent negotiations.

Name And Address Of Proposer:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ By \_\_\_\_\_  
(Signature in Ink)

\_\_\_\_\_ Typed Name: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_ Title: \_\_\_\_\_

FEIN/SSN # \_\_\_\_\_ Telephone No.( ) \_\_\_\_\_

PRE-PROPOSAL CONFERENCE: *A pre-proposal conference will not be held.*

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NOTE: *Electronic copies of A/E Data Forms ( AE-1 through AE-6) and of the "Small Businesses and Businesses Owned by Women & Minorities" forms are available for download at the following website: <http://forms.dgs.virginia.gov/>*

**eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eva.state.va.us](http://www.eva.state.va.us) or [www.eva.virginia.gov](http://www.eva.virginia.gov) streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. **The offer must have registered in eVA prior to the deadline for submission of responses to this RFP to be eligible for the award of this contract for commissioning services.**

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

**The Commonwealth of Virginia Construction and Professional Services Manual – 2004 Edition, Chapters 1 through 10 (the A/E Manual)** shall apply to the contract awarded pursuant to this RFP and is incorporated by reference herein in its entirety.

Proposer's attention is directed to Chapter 2, Definitions, for definitions of terms used in this RFP. The terms "Agency" and "Owner" are used interchangeably in the material referenced in this RFP and mean the public body issuing this solicitation for services and with whom the successful A/E Proposer will enter into an agreement. For purposes of clarity and uniformity in this RFP, only the term "Agency" will be used herein.

Proposer's attention is also directed to Chapter 3, General Terms and Conditions for Professional Service Contracts.

## **II. PURPOSE**

The DBHDS, Office of Architectural & Engineering Services, often needs professional commissioning assistance for discrete, small projects such as investigations, studies, reports, design of small projects, and related services. The aim of this RFP is to contract with one (1) commissioning firm, who will agree to be available to provide these services in a timely manner, thereby reducing the Agency's cost and time for advertising and developing numerous RFP's, and generally to increase the Agency's efficiency in obtaining professional services.

These services may be required at any of the fifteen (15) DBHDS, five (5) Department of Veterans Services (DVS) or three (3) Department for the Blind and Vision Impaired (DBVI) facilities statewide, and/or less frequently, at any one or more of the forty (40) Community Services Boards (CSB's) statewide, or occasionally at any other Agency as requested.

The purpose and intent of this RFP is to solicit proposals for a Term Contract for such professional commissioning services to be provided on an "as needed" basis pursuant to Project Orders issued during the contract term. **The contract shall be renewable for a one year term, at the Agency's option, for up to a maximum of four (4) one year term renewals.**

The Proposer is advised that the Office of A&E Services is seeking proven expertise in a number of distinct areas through this solicitation, with a primary emphasis on Commissioning Services.

## **III. AGENCY'S RIGHT TO ISSUE RFP'S AND PROJECT ORDERS:**

Any contracts resulting from this solicitation will not be exclusive. The Owner reserves the right, at its sole discretion, to issue RFP's for similar work, for other disciplines or types of work, and for other projects as the need may occur. An A/E may have only one A/E Term Contract in effect with an Agency or its subsidiaries or branches at any time.

The Owner also reserves the right to issue Project Orders to other A/E's under Term contracts at its sole discretion, based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, location or distance to the project, and other factors as may be pertinent to the particular project. The Owner also reserves the right under the provisions of this Contract to issue a

Project Order to the A/E to provide services of a similar type or discipline covered by this RFP to a subsidiary, branch or state agency in the same geographic area.

**IV. SCOPE OF SERVICES**

The selected A/E shall furnish all expertise, labor and resources, in accordance with the requirements of the A/E Manual, to provide complete services necessary for Project Order(s) issued during the Contract Term. The following generally summarizes the types of scopes of services that the A/E may be required to perform, depending on the individual Project Orders:

- A. Provide evaluations, analysis, recommendations, cost and time estimates, reports, feasibility studies, preparation of schematic or preliminary designs, field inspections and investigations, and code compliance investigation for architectural/engineering projects.
- B. Provide complete contract documents for small project designs in accord with the procedures of the A/E Manual for projects assigned by the Project Order.
- C. Provide services to investigate problems and prepare recommendations for corrective action.
- D. Prepare an A/E cost estimate for proposed projects.
- E. Prepare feasibility studies for proposed projects.
- F. Other types of professional services of a nature consistent with the intent of the RFP.

Any project order for a feasibility or other study or a schematic or preliminary design issued pursuant to the Term Contract shall not include the right to extend the A/E's scope of services to include full design and construction period services. The A/E shall not, however be prohibited from participating in competitive negotiation procurement for such services.

**V. POLICY ON SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES:**

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in state procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses is required with any proposal for A/E services where the total A/E contract amount may exceed \$100,000. Since the potential for project orders under the contract exceeds \$100,000, the Proposer provide information on its past utilization of Small, Women, and Minority Owned disadvantaged businesses, and must also state any plans to utilize such businesses and the manner in which they may be utilized under this Contract. Electronic copies of the "Small Businesses and Businesses Owned by Women & Minorities" Data Forms are available for download at the <http://forms.dgs.virginia.gov> website.

**VI. PROPOSAL REQUIREMENTS:**

- A. Proposals shall be signed by an authorized representative of the A/E. By submitting a proposal, the proposer certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.
- B. Proposals should be prepared simply and economically, providing a straightforward, concise description of the A/E's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- C. The Respondent's proposal shall include: the completed and signed RFP cover page 1; the completed and signed Forms AE-1, AE-2, AE-3, AE-4, AE-5 and AE-6; and the completed "Small Businesses and Businesses Owned by Women & Minorities" Data. **One (1) manually signed original and two (2) copies of the proposal shall be submitted to the Agency.** Each copy of the proposal shall be bound in a single volume where practical. The type of term contract must be clearly indicated on the cover of the proposal.
- D. All documentation submitted with the proposal shall be included in that single bound volume. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective proposal are neither required nor desired.
- E. Any information thought to be relevant, but not specifically applicable to the enumerated scope of Work, may be provided as an appendix to the proposal. If publications are supplied by the proposer to respond to a requirement, the response should include reference to the document number and page number. Publications provided without such reference will not be considered relevant to the RFP.
- F. To reduce the effort and expense of responding to RFP's, provide uniformity in the type information requested, and enhance the review and evaluation process, the **standard Forms AE-1 through AE-6, ARCHITECTURAL/ENGINEERING FIRM DATA shall be used by A/E's responding to State agency RFP's.**
- G. Descriptions of these forms and instructions for completing the forms are included in the A/E Manual. Hard copies of Forms AE-1, AE-2, AE-3, AE-4, AE-5 and AE-6 may be found in Appendix B of the Manual. Electronic copies of the "Small Businesses and Businesses Owned by Women & Minorities" Data Forms are available for download at the <http://forms.dgs.virginia.gov> website.

**VII. EVALUATION AND AWARD OF CONTRACTS:**

- A. Evaluation Criteria: Proposals shall be evaluated by the Agency using the following criteria:
  - 1. Expertise, experience, and qualifications of the A/E's personnel in each discipline that may provide services relevant to the RFP.
  - 2. Expertise, experience and qualifications of any special consultants proposed.
  - 3. Geographic location of the A/E's office where work will be performed in relation to the project location(s).

4. A/E's plan to respond to requests for services and ability to complete any Project Orders in a timely manner.
5. Expertise and past experience of the A/E in providing services on other Term Contracts or on projects of similar size, scope and features as those required for the Scope of Services on this RFP.
6. A/E's willingness to provide services on the small projects associated with Term Contracts for a reasonable fee as determined by the agency.
7. A/E's recent (past 5 years) experience / history in designing project within the established "Design-not -to -exceed" budget.
8. A/E's experience in providing services in conformance to the State's Construction and Capital Outlay procedures including Codes, Standards, Accessibility and Building Efficiency.
9. Use of small businesses and businesses owned by women and minorities as consultants, subcontractors, suppliers or support services.
10. Size of the firm relative to the size of the project(s).
11. Financial Responsibility as evidenced by the A/E carrying Professional Liability Insurance.
12. Generally, the selection committee will consider the A/E's overall suitability to provide the services for the Term Contract within the time, budget and operational constraints that may be present, and the comments and/or recommendations of the A/E's previous clients, references and others.

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

Negotiations shall then be conducted with the Proposer ranked first to establish an acceptable MOU, including marked up hourly rates considered fair and reasonable, and which compare favorably with the typical labor rates for the various A/E skill levels required for the work. A contract award will be made to that Proposer provided the A/E accepts / agrees to the Project Order #1 offered. Otherwise, negotiations with the Proposer ranked first shall be formally terminated and negotiations conducted with the Proposer ranked second, and so on, until such a contract can be negotiated at a fair and reasonable rates and the Project Order #1 agreed to.

**VIII. FEES:**

- A. The Memorandum of Understanding prepared by the Agency will document the negotiated acceptable labor rates for the various A/E classifications/disciplines/skill levels. These rates will be used by the Agency in arriving at lump sum fees and any hourly rate work that is authorized by the Agency for Project Orders issued under the Term Contract resulting from this solicitation.
- B. If a Project Order is to be performed on a lump sum basis, the Agency shall determine a lump sum based on the Scope of Service required, the estimated man-hours required for each classification/discipline/skill level, and the labor rates agreed upon during the contract negotiations.
- C. Any individual Project Order fee shall not exceed \$200,000 and the aggregate total of fees for all Project Orders issued during the Contract Term shall not exceed \$1,000,000.

**IX. CONTRACT TERM:**

Under this Contract, Project Orders may be issued during the one-year following the date of execution of this Contract. This one-year period shall be referred to as the "Contract Term." If a Project Order is issued during the Contract Term which, in the aggregate total of it, all previously issued Project Orders and any Change Orders to the previous Project Orders, reaches the \$1,000,000 limit, then no further Project Orders may be issued during that Contract Term. It is understood that the A/E's Work under the Project Orders issued may not be completed during the Contract Term; however, all terms and conditions of this Contract, including all rights and obligations, shall survive until the Work is completed, except the Owner's right to issue, and the A/E's right to accept, additional Project Orders.

The Owner may, at its sole discretion, renew the Contract for one additional one year Contract Term provided the option to renew was indicated in the RFP. If the Owner exercises its option to renew, the second Contract Term shall begin one year from the date of the execution of this Contract or the date that the Owner notifies the A/E that the option to renew is being exercised, which ever occurs first. A new aggregate limit of \$1,000,000 shall apply to the second Contract Term, without regard to the dollar amounts of Project Orders issued during the first year of the Contract. Any unused amounts from the first Contract Term are forfeited and shall not carry forward to the second Contract Term. The Owner/Agency may, at its sole discretion, exercise the one year renewal a maximum of 4 times.

**X. PROJECT ORDERS:**

The first Project Order will be issued at the same time as the execution of the A/E Term Contract. It will authorize the A/E to perform the Work for a lump sum amount or at the marked up hourly rates agreed to and set forth in the MOU attached to the A/E Term Contract. The maximum fee allowed by law for any Project Order is \$200,000 which includes all fees and reimbursable expenses and contingencies.

It is understood that more than one Project Orders may, at the Owner's sole discretion, be offered to the A/E during the Contract Term. Although the potential exists for multiple project orders during the Contract Term with aggregate fees up to \$1,000,000, the Agency does not represent or guarantee that the A/E will receive more than one Project Order.

**XI. ATTACHMENTS – The following forms can be downloaded from the Virginia Department of General Services website at [www.dgs.virginia.gov](http://www.dgs.virginia.gov).**

- “Architectural/Engineering Firm Dates (pages AE-1 through AE-6)
- Form DGS-30-360, SWAM Information and Planned Involvement