



Request for Proposal (RFP)# 22-13
for
Geotechnical Engineering/Construction Materials Testing & Special Inspections
Issue Date: January 14, 2022
Last day for written questions: January 21, 2022
Proposal Due Date and Hour: February 8, 2022 3:00 p.m.

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

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Geotechnical Engineering/Construction Materials Testing & Special Inspections

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COUNTY OF MONTGOMERY, VIRGINIA
RFP # 22-13

ISSUE DATE: JANUARY 14, 2022

Geotechnical Engineering/Construction Materials Testing & Special Inspections

(TO BE COMPLETED AND RETURNED)
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Jeff Groseclose, Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: groseclosejb@montgomerycountyva.gov. Last day for written questions: **January 21, 2022**

DUE DATE: Sealed Proposals will be received until **February 8, 2022**, up to and including **3:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

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

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

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

COUNTY OF MONTGOMERY
RFP# 22-13

Geotechnical Engineering/Construction Materials Testing & Special Inspections

I. APPLICABILITY OF THE A/E MANUAL

The Commonwealth of Virginia Construction and Professional Services Manual for Architect/Engineers (A/E Manual) shall apply to the contract awarded pursuant to this RFP and is incorporated by reference herein in its entirety.

Offeror's attention is directed to Chapter 2, Definitions, for the definitions of terms used in this RFP. The terms "Agency" and "Owner" are used interchangeably in the materials referenced in this RFP and mean the public body issuing this solicitation for services and with whom the successful A/E Offeror will enter into an agreement.

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

II. PURPOSE:

The County often needs professional construction material testing and geo-technical engineering assistance for discrete projects such as foundation investigations, geo-technical studies, reports, environmental testing, including special building inspections in accordance with the Virginia Uniform Statewide Building Code (USBC).

This RFP is to solicit qualification statements for the purpose of entering into a contract through competitive negotiations for the professional services of firms who can provide Geotechnical Engineering/Construction Materials Testing & Special Inspections, authorized to do business in the Commonwealth of Virginia, with experience in various foundation investigations and analysis, geo-technical studies, reports, environmental testing, including special building inspections in accordance with the Virginia Uniform Statewide Building Code (USBC).

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

The purpose and intent of this RFP is to solicit proposals for Term Contracts for such professional Geotechnical Engineering/Construction Materials Testing & Special Inspections services to be provided on an 'as needed' basis pursuant to Project Orders issued during the contract term. All services provided shall conform to the requirements of the Virginia Uniform Statewide Building Code provisions for special inspections. The contract shall be renewable, at the County's option, up to two additional one year periods.

III. BACKGROUND:

Montgomery County is located in the southwestern part of Virginia in the region known as the New River Valley. This region takes its name from the New River, the nation's oldest and the world's second oldest river, and includes the counties of Floyd, Giles, Montgomery, Pulaski, and the City of Radford. The County has a land area of 393 square miles and lies in the broad picturesque area between the Appalachian Plateau and the Blue Ridge Mountains. Topography varies from gently rolling to steep mountainous terrain, with elevations varying from 1,300 to 3,700 feet above sea level. The majority of the County is at an elevation of 2,000 feet.

Today the Towns of [Blacksburg](#) and [Christiansburg](#), the County seat, are the population centers of the County and are located approximately 35 miles southwest of the City of Roanoke. Blacksburg is home to [Virginia Polytechnic Institute and State University](#) (Virginia Tech). Founded in 1872 as a land-grant college, Virginia Tech is the largest university in Virginia and one of the country's leading research institutions. The County had a 2015 population of

98,121. (This includes two incorporated towns, Blacksburg and Christiansburg, with a combined population of approximately 63,661.)

The County is governed by an elected seven member Board of Supervisors who appoints a County Administrator.

IV. RIGHT TO ISSUE RFPs AND PROJECT ORDERS: The County reserves the right, at its sole discretion, to issue RFPs for similar work and other projects as the need may occur. The County also reserves the right, at its sole discretion, to issue project orders to other Architect/Engineering firms based on its evaluation of each A/Es qualifications, expertise, capabilities, performance record, current workload, location or distance to the project, and other factors as may be pertinent to the particular project.

V. STATEMENT OF NEED:

The selected Geotechnical Engineering/Construction Materials Testing & Special Inspections firm(s) 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 scope of service that the Geotechnical Engineering/Construction Materials Testing & Special Inspections firms may be required to perform on new construction projects or existing facilities, depending on the individual Project Orders:

- A. Provide evaluations, analysis, and design assistance for foundation design and construction.
- B. Provide material testing for construction projects such as soil compaction, concrete testing, and asphalt testing.
- C. Provide special testing services for foundations, cast-in-place concrete, pre-cast concrete, reinforcing steel, masonry, structural steel and sprayed fire resistive material.
- D. Provide environmental related testing of building systems.
- E. Roofing inspections.
- F. Act as Owner's Lab according to the A/E Manual.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to:

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

Identify on outside of envelope: **Sealed RFP # 22-13**

RFP Due date/Opening date and hour: **February 8, 2022, 3:00 P.M.**

The Offeror shall make no other distribution of the proposal.

2. Proposal Preparations:

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manger will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals will be reviewed and evaluated by a Committee as designated by the County.

- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and as detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal in tabs as noted below:

1. The return of the RFP general information form and addenda, if any, signed and completed as required.
2. Expertise and experience of the firm relative to the scope of services contained in this RFP. This section should include recent project information of similar type completed by the firm along with the name and telephone number of the point of contact for each project.
3. Financial responsibility of the firm. The firm shall agree to carry professional liability insurance in an amount not less than 5% of the estimated cost of the total contracts that may be awarded, but in no event shall the amount of professional and liability insurance is less than \$1,000,000. The amount of insurance shall remain in effect throughout the period of responsibility of the project involved in accordance with the statute of limitations or for ten (10) years from the issuance of the Certificate of Completion, whichever is shorter. Liability insurance in excess of the minimum requirement shall be a point of consideration in negotiations between the County and the firm.
4. Geographic location of the firm relative to the County's location. The firm should include a street address of the office proposed to handle the work.
5. Number and type of projects within the past five years completed relating to the project as outlined in the Statement of Need.
6. Number, type, and value of current projects to include point of contact and telephone number for each project.

7. Past cost performance, scheduling performance, and general performance on past projects, to include all public projects in the past (3) years directly related to addressing the statement of need required for the RFP. This information should include the contact name and number for each project.
8. Identification and statement of qualifications of the principal architects/engineers and project team members who will be assigned to the project(s) for actual “hands on” work, as well as the principal assigned the project(s) for oversight responsibilities.
9. Identification and statement of qualifications of all additional associated architects/engineers, if any, to be used on the project(s) along with a description of their role(s) on the project team.
10. Size of the firm relative to the size of the project(s).
11. Current workload and ability to complete project(s) in the required time.
12. Site Visits: As requested by the County, the Offeror will arrange site visits to similar sites the firm has completed.

VII. EVALUATION AND AWARD OF CONTRACT:

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

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

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

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1. Expertise, experience, and qualifications of the firm’s personnel in providing services as related to the Statement of Need	30
2. Special experience and qualifications of the firm and proposed consultants as related to the Scope of Service. Firm’s recent (Past 5 years) experience/history in designing project within the established “Design-not-to-exceed” budget and in conformance with the State’s Construction and Capital Outlay procedures including Code Standards, Accessibility, and Building efficiency.	30

- 3. Firm's overall suitability to provide the services for this project within the time, budget, and operational constraints that may be present, and the comments and/or recommendations for the architect's previous clients, references and others. 30
- 4. Financial responsibility of the firm as evidenced by the Firm carrying Professional Liability Insurance. 10

VIII. CONTRACT ADMINISTRATION:

Scott A. Woodrum, General Services Director, or his designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

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

Montgomery County General Services
 Attn: Tabatha Dulaney
 755 Roanoke Street, Suite 1C
 Christiansburg, VA 24073-3172

X. CONTRACT PERIOD: The term of this contract shall be for one year or as negotiated. There shall be four (4) one-year renewals or as negotiated.

ATTACHMENT A

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS: https://montgomerycountyva.gov/docs/default-source/purchasing-solicitations/rfp_terms_and_conditions.pdf?sfvrsn=ecfd231d_2

SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
2. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
3. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:
Montgomery County
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179
Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.
If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Montgomery County Purchasing Department.
4. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor.
Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
5. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Montgomery County.
6. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
7. **COMMONWEALTH OF VIRGINIA CONSTRUCTION AND PROFESSIONAL SERVICES MANUAL FOR ARCHITECT/ENGINEERS (A/E Manual):** This solicitation is subject to the provisions of the Commonwealth of Virginia Construction and Professional Services Manual for Architect/Engineers and any revisions thereto, which are hereby incorporated into this contract in their entirety except as amended or superseded herein.
8. **INSURANCE:**
 1. Prior to the start of any work under the contract, the Architect/Engineer shall provide to the County Certificate of Insurance Forms approved by the County and maintain such insurance until the completion of all project orders issued under the contract. The minimum limits of liability shall be:

Workers' Compensation--Standard Virginia Workers Compensation Policy

Broad Form Comprehensive General Liability --\$5,000,000 Combined Single Limit coverage to include:

Premises-Operations; Products/Completed Operations; Contractual; Independent Contractors; County and Contractor's Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.);

Automobile Liability-\$500,000 Combined Single Limit
 2. Professional Liability Coverage (errors and omissions), \$1,000,000 minimum
9. **OWNERSHIP OF MATERIALS:** Ownership of all materials and documentation originated and prepared pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. 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, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

ATTACHMENT B - MONTGOMERY COUNTY SAMPLE AGREEMENT

THIS CONTRACT, made and entered into this _____ day of _____, 2022, between Montgomery County, Virginia, hereinafter called the "Owner" and _____, hereinafter called the "Architect" or "Engineer" or *A/E*.

RECITALS

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

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

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

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

1. Scope of Work and Fees

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

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

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

2. Contract Documents:

The following listed contract documents by this reference are hereto incorporated and made a part hereof as if fully set forth below:

- (A) This Agreement
- (B) Request for Proposal (RFP) #22-13 entitled "Geo-Technical/Construction Services" dated _____.
- (C) Architect/Engineers Proposal dated _____, 2022 in response to RFP #22-13.
- (D) All written and mutually agreed modifications to this agreement.

3. Terms of the Agreement.

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

4. Termination of Contract.

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

5. Assignment.

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

6. Notices.

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

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

If to Architect/Engineer:

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

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

By: _____
 Architect/Engineer Firm Representative

By: _____
 F. Craig Meadows
 County Administrator

Seen and approved as to form and legal sufficiency: _____

Martin M. McMahon, County Attorney