

COUNTY OF YORK, VIRGINIA
REQUEST FOR PROPOSALS
RFP

Issue Date: September 21, 2016

RFP #: 2010

Title: **Space Planning Services / Space Needs Analysis for Various County Facilities**

Classification Code: 90652

Issuing Agency: County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd.
P.O. Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed: Department of Public Works
105 Service Drive
Yorktown, Virginia 23692

Sealed Proposals Will Be Received Until Monday, November 7, 2016 at 4:00 p.m.
At Which Time They Shall Be Opened In Public.

NOTE: 7 copies of your Proposal will be required.

All Inquiries For Information Should Be Directed To: Louise Stokes, CPPB Central Purchasing,
Telephone: (757) 890-3680.

SEND PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Request For Proposal, The Undersigned Offers To Provide The Requested Service(s) Shown in the Attached/Enclosed (A signed Letter of Transmittal may be substituted for this cover page).

Name and Address of Firm:

Zip Code

Date: _____

By: _____
Signature in ink

Title

State Commission Corporation No.
(SCC) _____

Telephone No.: () _____

Federal Tax ID# _____

1.0 PURPOSE:

It is the express purpose of this Request for Proposals (RFP) to acquire the services of a fully qualified firm (hereinafter "Consultant") to provide a space-needs analysis, the "Study", for various County Buildings for the County of York, Virginia, hereinafter "Owner".

2.0 SCOPE OF WORK:

The intent of the Study and analysis is to create a comprehensive space allocation / re-allocation, plan that addresses current building space requirements and projected future needs for the next twenty years. Services shall include a comprehensive analysis of the existing space currently occupied by County staff including staff located in leased space. The Study shall include analysis and recommendations for the use of existing County office/facilities space as well as recommendations for meeting space needs that cannot be accommodated by existing facilities.

The completed analysis will consist of a formal report to the Owner that addresses and makes recommendations on the following buildings and items as applicable to each building:

A. Brief Description of the Buildings and Properties to Be Included in the Study:

Building Regulations - A 3,215 square foot building built in 1994 that is located at 103 Service Drive, Yorktown, Virginia. The single story building accommodates 12 full time office staff members, 8 desktop computers, 1 laptop, and is occupied by staff approximately 45 hours a week.

Public Works Administration - A 18,694 square foot building built in 1995 that is located at 105 Service Drive, Yorktown, Virginia. The single story building has shop area, office space, a mezzanine storage area, accommodates 60- 80 full time staff and on-call members as needed, 53 desktop computers, 11 laptops, is occupied by staff approximately 50 hours a week, and houses Public Works Administration, Engineering, Construction Inspection, Utilities Operations, and Infrastructure Management.

Waste Management Center Administration - A 5,180 square foot building built in 1981 that is located at 145 Goodwin Neck Road, Yorktown, Virginia. The single story building has shop area, office space, accommodates 13 full time staff members, 8 desktop computers, 3 laptops, is occupied by staff approximately 50 hours a week, and houses Mosquito Control and Waste Management.

Stormwater Maintenance - A 3,200 square foot building built in 2009 that is located at 103-A Service Drive, Yorktown, Virginia. The single story building accommodates 3 full time staff members, 3 desktop computers, three equipment bays, a mezzanine storage area, file storage for Building Regulations and is occupied by staff approximately 50 hours a week.

Parks, Recreation and Tourism - A 4,384 square foot building built in 1998 that is located at 100 County Drive, Yorktown, Virginia. The single story building accommodates 20 full time staff members, 16 desktop computers, 5 laptops, houses Parks Recreation and Tourism and Virginia Cooperative Extension, and is occupied by staff approximately 50 hours a week.

Development Services - A 3,896 square foot building built in 1993 that is located at 102 County Drive, Yorktown, Virginia. The single story building accommodates 10 full time staff members, 11 desktop computers, houses Subdivision and Site Plan Review along with Zoning Code Enforcement, and is occupied by staff approximately 45 hours a week.

Buildings and Grounds Maintenance - A 12,513 square foot building built in 1993 that is located at 1801 Wolftrap Road, Yorktown, Virginia. The single story building has shop areas, office space, several mezzanine storage areas, accommodates 36 full time and numerous work as required staff members, 16 desktop computers, is occupied by staff approximately 50 hours a week, and houses Facility Maintenance and a portion of Grounds Maintenance.

Public Safety Building - A 26,676 square foot building built in 1993 that is located at 301 Goodwin Neck Road, Yorktown, Virginia. The two story building accommodates 102 full time staff members, 142 desktops and laptops, is occupied by staff at least 50 hours a week. The Sheriff's Department and Fire Life Safety occupy the ground floor while the upper floor is leased to York-Poquoson Social Services. The building also serves as the County's Emergency Operations Center.

Financial Management Services - A 21,824 square foot building built in 1980 that is located at 120 Alexander Hamilton Blvd. Yorktown, Virginia. The two story building is an office building that accommodates 84 staff members, 100 desktop and laptop computers, is occupied by staff approximately 45 hours a week and houses Purchasing, Human Resources, Data Processing/Payroll, Real Estate Assessment, Information Technology, Geographic Information Systems, Commissioner of the Revenue, Utility Billing, Financial Management Services, the Mail Room and the Treasurer Office.

County Administration Building - A 17,942 square foot building built in 1947 that is located at 224 Ballard Street, Yorktown, Virginia. The split-level two story building is an office building that accommodates 39 staff members, 37 desktop computers, 13 laptops, is occupied by staff approximately 55 hours a week, and houses County Administration, Community Services Administration, Economic Development, the County Attorney's office, the Voter Registrar's office, Public Information, and Planning.

York Hall - A 17,702 square foot building built in 1954 and renovated in 1999, that is located at 301 Main Street, Yorktown, Virginia. The two story building with basement accommodates the County board and commission meetings, audio-visual and television

broadcasting equipment, 1 desktop and 1 laptop computer, is occupied approximately 50 hours a week, and houses a historical museum and a gift shop.

Dare Office - 704 square feet of leased space built in 1987 and located at 5338-Unit D George Washington Memorial Highway, Yorktown, Virginia. The office accommodates 1 full time officer, 2 desktop computers, and is open approximately 45 hours a week. The County leases this space from the shopping center.

Public Works Satellite Shop - A 2,448 square foot building built in 1980 that is located at 1488 Government Road, Williamsburg Virginia 23185. The single story building accommodates 17 full time staff, 2 desktop computers, and is occupied approximately 45 hours a week.

Sports Complex Maintenance Building - A 7,009 square foot building built in 2009 that is located at 412 Sports Way, Yorktown, Virginia. The single story building has office space and a large equipment/materials storage area. It accommodates 20 staff members, 7 desktop computers, and is occupied approximately 55 hours a week.

Post Office/ Computer Support - A 5,470 square foot building built in 1958 that is located at 126 Ballard Street, Yorktown, Virginia. Approximately 1800 square feet is used for a United States Post Office with the remainder of the two story building and basement utilized by the IT department for office space and equipment space (telecommunications, servers and UPS's). It accommodates 8 County staff members, 1 Post Person, 6 desktop computers, 12 laptops, and is occupied approximately 45 hours a week.

York-Poquoson Courthouse - A 65,500 square foot building built in 1997 that is located at 300 Ballard Street, Yorktown, Virginia. The three story building accommodates 75 staff members, is occupied by staff approximately 45 hours a week, and houses Commissioner of Accounts, Commonwealth Attorney, General District Court, Community Services Division of Juvenile Services, Juvenile & Domestic Relations District Court, Sheriff's Office Court Services/Civil Division, and York County-Poquoson Circuit Court.

Senior Center - 8,815 square feet of leased space built in 1987 and located at 5314 George Washington Memorial Highway, Yorktown, Virginia. The office accommodates 1 full time staff member, up to 150 seniors at different times during the day, 13 desktop computers, and is open approximately 43 hours a week. The County leases this space from the shopping center.

B. Consultant should consider the following factors in determining adequacy of current and future needs:

1. Space requirements include, but are not limited to:

- (a) Meeting rooms;
- (b) Equipment rooms (including server rooms);
- (c) General office spaces;
- (d) Administrative office spaces;
- (e) Reception, customer service counters/stations, and waiting areas;
- (f) Copy machine and office equipment areas;
- (g) Closets and storage spaces / file rooms;
- (h) Shared spaces;
- (i) Kitchen/food preparation (microwave ovens and refrigerators);
- (j) Dining space;
- (k) Restrooms;
- (l) Shower and lockers (depending upon building function); and
- (m) Specialty spaces (e.g. interrogation rooms at Sheriff's office; client interview rooms in Social Services, etc.)

2. Infrastructure needs:

- (a) Emergency Power systems;
- (b) Parking (Staff, Visitor, County Vehicles, Other uses);
- (c) Data/communication;
- (d) Security;
- (e) Site Lighting;
- (f) Waste and Recycling handling and storage facilities;
- (g) Shop spaces and equipment bays (depending upon building function); and
- (h) Other items to be determined by site visits, interviews, and best practices.

It is anticipated that the Consultant will, at a minimum, make site visits and conduct interviews with appropriate personnel to obtain a thorough knowledge of Owner's current operations and needs. Based upon this information and sound projections, Consultant is to derive a set of options and recommendations.

2.1 DELIVERABLES:

Consultant shall deliver to Owner a report including recommendations on the following:

- A. Description of current buildings and uses.
- B. Analysis of current uses (efficiencies, deficiencies, suggested improvements to current facilities and uses).
- C. Prediction of future needs based upon regional trends, forecasts, expected population growth, and interviews with County Directors and above.
- D. Recommendations and options for how to meet both current and future needs: lease, purchase, build, sell, remodel etc. Provide cost estimates for all options presented.

2.1.1 The draft report shall be provided to Owner in Word and PDF format for Owner's review and approval. Provide a minimum of one meeting with Owner to discuss the findings, and go over

details of the draft report. The draft report shall be delivered with the times specified in Section 8.0.

2.1.2 Consultant shall revise the draft report as needed to address Owner's comments and concerns. Once Owner deems the report to be finalized, Consultant shall provide within 30 days ten copies of the bound report as well as an electronic copy (PDF) of the report and all supporting documentation.

2.2 QUALIFICATIONS:

- A. Consultant must demonstrate specific professional services experience and capabilities in space planning on projects of similar size, scope and complexity. The Consultant must submit a minimum of one sample work product resulting from a similar project(s) including: questionnaires, space standards, forms, cost estimates, recommendations, etc. in their proposal submission.
- B. Consultant shall demonstrate ability to finish projects within specified times and budget, and with minimal change orders other than those requested by the Owner.
- C. Consultant shall demonstrate specific experience in providing well organized, accurate and fully coordinated master plans, space standards, and cost estimate documents resulting from a thorough space planning analysis.
- D. The Owner may make such investigations, as it deems necessary, to determine the ability of each offeror to perform the work. Each offeror should be prepared to furnish the Owner with all such information and data for this purpose as the Owner may request.

3.0 PAYMENTS:

Consultant may submit requests for payment at 30-day intervals based on percent of work completed. Payment requests will be considered only after receiving progress reports on the work and satisfactory evidence that the work reported has been acceptably accomplished.

4.0 GENERAL TERMS AND CONDITIONS:

4.1 FORM:

All responses to a Request for Proposal (RFP) shall be on the offeror's letterhead or form. Response to RFP should address all aspects of the request and must include a signature of the offeror. All offers must be submitted in a sealed envelope plainly marked using the RFP number, date and time of receipt of proposals.

4.2 OPENING DATE/TIME:

Offers and amendments thereto, or withdrawal of proposals submitted, if received by the Owner after the date and time specified for scheduled opening, will not be considered. It will be the responsibility of the offeror to see that his or her offer is in the Central Purchasing office by the

specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic proposals (including FAX) will not be accepted.

4.3 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the General Terms and Conditions and Special Terms and Conditions, if any, and/or other schedules contained therein, the latter two shall take precedence.

4.4 CLARIFICATION OF TERMS:

If any offeror has questions about the request for proposal or other solicitation documents, the offeror should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the buyer.

4.5 ETHICS IN PUBLIC CONTRACTING:

By submitting their proposal, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

4.6 ANTI-DISCRIMINATION:

By submitting their proposals, all offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of A., and B. below apply:

A. During the performance of this contract, the Consultant agrees as follows:

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Consultant, in all solicitations for advertisements for employees placed in behalf of the Consultant, will state that such Consultant is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for its employees; (ii) 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 Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) 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.

- B. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Consultant shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

4.7 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing the proposal, the Consultant certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

4.8 INDEMNITY AGREEMENT: The following provision shall be included in any contract awarded pursuant to the RFP:

The Consultant shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the work by the Consultant, including acts of Consultant's employees, subcontractors, or agents, whether or not such claims are due to any act of omission or commission, including negligence but excluding sole negligence, of the Owner, its employees, subcontractors, or agents. Compliance by the Consultant with the insurance provisions hereof shall not relieve the Consultant from liability under this provision.

Should the Consultant or Consultant's employees, subcontractors, or agents use any of the Owner's equipment, tools, employees, or facilities, such will be gratuitous and Consultant shall release Owner, its agents, officers and employees from and indemnify and save harmless Owner, its agents, officers and employees from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

4.9 SCC REGISTRATION REQUIRED:

If Consultant is organized as a stock or nonstock corporation, a limited liability company, a business trust, or a limited partnership, or is registered as a registered limited liability partnership, Consultant must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. If Consultant allows its existence to lapse, or its certificate of authority or registration to transact business in the Commonwealth of Virginia to expire, or be revoked or cancelled, such will be deemed an act of default enabling Owner to all remedies for default, including but not limited to revocation of this contract/agreement.

5.0 INFORMATION FOR OFFERORS RESPONDING TO REQUEST FOR PROPOSAL:

- 5.1 Award will be made to the offeror who submitted the most responsible and responsive proposal for the Project in accordance with Section 11.0.
- 5.2 Acceptance of a proposal by the Owner is not an order to proceed.
- 5.3 All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. In the case of a Corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner." In the case of a limited liability company, the signature must be of a "manager" (if any) or by a "member". Evidence of authority to sign satisfactory to Owner must be submitted.
- 5.4 Verify your proposals before submission as they cannot be withdrawn or corrected after being opened.
- 5.5 If you do not offer, return the cover sheet and state reason. Otherwise your name may be removed from our mailing list.
- 5.6 Conditional proposals or proposals not prepared and submitted in accordance with the provisions hereof will not be considered.

5.7 All prices and notations must be in ink or typewriter. No erasures are permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by the person signing the proposal.

5.8 Each offeror shall submit seven copies of their proposal.

6.0 EVALUATION CRITERIA:

Proposals shall be reviewed by an evaluation committee. The committee shall evaluate each proposal based on the criteria and weightings listed below. Offerors should ensure that all elements of the criteria are fully addressed in their proposals and provided in the order as listed below.

6.1 Qualifications and experience of the firm in providing professional services, and capabilities in space planning on projects of similar size, scope and complexity. (20%)

6.2 Qualifications and experience of the personnel that will be working on this project in performing a space needs analysis. (25%)

6.3 Proposal preparation and general understanding of the Project's scope of work. (10%)

6.4 Previous experience and demonstration of successful outcomes of projects of similar scope and issues as demonstrated by the sample work product(s) and descriptions provided by offeror. (35%)

6.5 Proximity of the firm office where primary work will be performed to the project site. (10%)

7.0 SPECIAL TERMS AND CONDITIONS:

Proposals shall be submitted as noted in Section 5 above. They shall, in addition, include information as follows:

A. A list of recent similar projects designed by the firm and key personnel within the past four years, along with detailed information concerning the projects demonstrating the capabilities of the firm and more significantly, those of the personnel that will be assigned to this project.

B. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Overly elaborate and/or lengthy proposals are discouraged. Emphasis should be on completeness and clarity of content with a focus on how the Offeror fulfills the evaluation criteria, and why it is fully qualified, responsible and suitable for performance of the Study.

C. Narrative Summary to include as a minimum the following:

1. The Offeror shall submit a list of completed projects and a resume of personnel expected to be assigned to this project including the name(s) of the partner in charge and any consultants.

2. The Offeror selected shall have demonstrated an ability to complete projects within specified completion dates.
3. Current workload of the Offeror with particular reference to personnel and other resources being proposed.
4. Evidence of preparing accurate study data, cost projections, space analysis, and general overall timely completion of contracts. The Offeror must submit sample work product resulting from a similar project including questionnaires, space standards, forms, and cost estimates.

8.0 TIME:

The Project shall at a minimum be completed within the time frame set forth below. Extensions of time will not be granted except by an authorized change in the scope of the work, which has been approved by the Owner.

Offeror shall be prepared to begin the project within ten calendar days of the award of the contract for professional services.

- A. The Draft Study should be available for Owner's consideration within 120 days of contract award.
- B. The Final Study should be available within 30 days of Owner's approval of the Draft Study.

Any deviations, changes or comments relating to the time limits for these Project elements, as listed above, shall be discussed in the proposal.

9.0 INSURANCE:

The Consultant shall carry insurance in the amount specified below, including the Contractual Liability assumed by the Consultant and shall deliver certificates of insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming the County of York, Virginia, its Officers, Agents, and employees as Additional Insured, with primary status, without participation from the County of York, Virginia insurers (on Form No. GL-20-10, or its equivalent) on applicable policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein. "Further, the successful Consultant agrees they shall immediately notify, in writing the Owner of any changes, modifications, and/or termination of any insurance coverage and/or policies required by the resulting contract."

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000 per Occurrence

Coverage C - \$100,000/\$100,000 Accident and/or Disease

All States Endorsement

Comprehensive Automobile Liability, including Owned, Non-Owned Hired Car Coverage.
Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury and \$100,000
Property Damage.

Comprehensive General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury and \$100,000
Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance
of the project by the Owner.

Incidental Malpractice Coverage.

Broad Form Property Damage, including Completed Operations.

Personal Injury Coverage.

Employees as Additional Insureds.

Blanket Explosion, Collapse and Underground Coverage.

Liquor Law Liability.

Professional Liability Insurance

Unless waived by the Owner, the limit shall be a minimum of \$1,000,000.

Umbrella Excess Third Party Liability, including Personal Injury, Property Damage,
Advertising Liability with Umbrella Coverage, to be at least equal to that provided
by the underlying Liability Insurance listed above.

Limits of Liability - \$1,000,000.

Each Occurrence - \$1,000,000.

Aggregate - \$10,000 Self-Insured Retention.

10.0 ATTACHMENTS:

The following floor plans are included as Attachment A to this RFP to assist Consultants in
preparing proposals:

Building Regulations;
Public Works Administration;
Waste Management Center Administration;
Stormwater Maintenance;
Parks, Recreation and Tourism;
Development Services;
Buildings and Grounds Maintenance;
Public Safety Building;
Financial Management Services;
County Administration Building;

York Hall;
Dare Office;
Public Works Satellite Shop;
Sports Complex Maintenance Building;
Post Office / Computer Support;
York Poquoson Courthouse; and
Senior Center.

11.0 AWARD OF CONTRACT:

Two or more offerors deemed to be fully qualified and best suited among those submitting proposals for the Project will be identified on the basis of the evaluation factors stated in the Request for Proposal.

Repetitive informal interviews shall be permissible wherein offerors are encouraged to elaborate on their qualifications, performance data, staff expertise pertinent to the proposed services, as well as alternate concepts.

At the conclusion of discussions, outlined above, on the basis of evaluation factors published in this RFP and all information developed in the selection process to this point, the Evaluation Committee shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations will then be conducted beginning with the offeror ranked first. If a contract which is satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award will be made to that offeror. Otherwise, negotiations with the offeror ranked first will be formally terminated and negotiations conducted with the offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.

Should the Evaluation Committee 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 (Code of Virginia, 2.2-4301). At any time during the negotiations, the Purchasing Office may terminate all negotiations and re-advertise the requirement.

12.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Section 15.2-1245 through 15.2-1248. The Owner shall give its final decision on any claim of the Consultant within sixty days of the date the claim is submitted to the Clerk of the governing Board of Owner.

13.0 APPLICABLE POLICY:

This solicitation is subject to the provisions of the County of York, Virginia, Ordinance No. O12-13[R] Procurement Policy, dated 9/18/12 and any revisions thereto.

14.0 PERMITS, LICENSES, and REGULATIONS:

The Consultant shall be responsible obtaining all necessary permits, professional licenses and the appropriate business licenses within the location of its business address, if so required by the laws of such jurisdiction, and shall upon request provide copies of such licenses to the Owner. Consultant shall be responsible for abiding by all applicable local, state, and federal laws and regulation.

15.0 CHANGES/ADDITIONAL SERVICES:

The Owner may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the Owner and Consultant, shall be incorporated in written amendments to this Agreement. No such changes shall be binding on either party unless in writing and signed by both parties.

16.0 CONTRACT:

The contract for this work shall reflect those conditions that are specified in this RFP and shall be similar in format and content to the attached Contract format. The final conditions of the resulting contract shall be negotiated between the Owner and the successful offeror and shall be approved by the County Attorney.

SAMPLE CONTRACT

CONSULTANT SERVICES AGREEMENT
(Lump Sum Fee)

Agreement No. _____

THIS AGREEMENT made this ____ day of _____, 2016, by and between the County of York, Virginia, hereinafter referred to as "Owner", which term shall be construed to include any officer, representative or agent having authority to represent or act for it in relation to any part of the subject of this Agreement and _____, with offices located at _____, hereinafter referred to as "Consultant".

W I T N E S S E T H:

WHEREAS, the Owner intends to evaluate current and future County building needs and;

WHEREAS, a Consultant is desired for professional services for Space Planning Services / Space Needs Analysis for Various County Facilities, hereinafter referred to as "Project";

NOW, THEREFORE, Owner and Consultant in consideration of the mutual covenants and agreements herein contained agree as follows:

ARTICLE I. COMPENSATION

- A. Consultant shall provide the aforementioned professional services as an independent contractor and professional consultant and in accordance with the terms and conditions of this Agreement. The Consultant shall assign _____, as the Project Manager for the performance of this Agreement. The Project Manager will be responsible for providing the services set forth in this Agreement. The Owner has the right to approve or disapprove any proposed change from the above named individual and shall be provided with the resume of any proposed substitute and shall be given the opportunity to interview that person prior to a decision to approve or disapprove.
- B. Owner shall compensate Consultant in accordance with the terms and conditions of this Agreement as follows:

1. For Consultant's basic services, including complete services incidental thereto and as described herein, a total lump sum fee of:

(\$ _____) _____

In Words

2. For Consultant's additional services, if any be authorized in advance by the Owner as herein provided, a fee to be computed as set forth in the Exhibit A of this Agreement. Consultant is to complete Exhibit A and make it a part of this Agreement.
3. The times and further conditions of payment shall be as described in Articles IV and V hereof.

ARTICLE II. CONSULTANT'S SERVICES

Basic Services (Scope of Work)

The Consultant's basic services consist of creating a comprehensive space allocation / re-allocation, plan that addresses current building space requirements and projected future needs for the next twenty years. Services shall include a comprehensive analysis of the existing space currently occupied by County staff including staff located in leased space. The Study shall include analysis and recommendations for the use of existing County office/facilities space as well as recommendations for meeting space needs that cannot be accommodated by existing facilities.

The completed analysis will consist of a formal report to the Owner that addresses and makes recommendations on the following buildings and items as applicable to each building:

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Public Works Administration - A 18,694 square foot building built in 1995 that is located at 105 Service Drive, Yorktown, Virginia. The single story building has shop area, office space, a mezzanine storage area, accommodates 60- 80 full time staff and on-call members as needed, 53 desktop computers, 11 laptops, is occupied by staff approximately 50 hours a week, and houses Public Works Administration, Engineering, Construction Inspection, Utilities Operations, and Infrastructure Management.

Waste Management Center Administration - A 5,180 square foot building built in 1981 that is located at 145 Goodwin Neck Road, Yorktown, Virginia. The single story building has shop area, office space, accommodates 13 full time staff members, 8 desktop computers, 3 laptops, is

occupied by staff approximately 50 hours a week, and houses Mosquito Control and Waste Management.

Stormwater Maintenance - A 3,200 square foot building built in 2009 that is located at 103-A Service Drive, Yorktown, Virginia. The single story building accommodates 3 full time staff members, 3 desktop computers, three equipment bays, a mezzanine storage area, file storage for Building Regulations and is occupied by staff approximately 50 hours a week.

Parks, Recreation and Tourism - A 4,384 square foot building built in 1998 that is located at 100 County Drive, Yorktown, Virginia. The single story building accommodates 20 full time staff members, 16 desktop computers, 5 laptops, houses Parks Recreation and Tourism and Virginia Cooperative Extension, and is occupied by staff approximately 50 hours a week.

Development Services - A 3,896 square foot building built in 1993 that is located at 102 County Drive, Yorktown, Virginia. The single story building accommodates 10 full time staff members, 11 desktop computers, houses Subdivision and Site Plan Review along with Zoning Code Enforcement, and is occupied by staff approximately 45 hours a week.

Buildings and Grounds Maintenance - A 12,513 square foot building built in 1993 that is located at 1801 Wolftrap Road, Yorktown, Virginia. The single story building has shop areas, office space, several mezzanine storage areas, accommodates 36 full time and numerous work as required staff members, 16 desktop computers, is occupied by staff approximately 50 hours a week, and houses Facility Maintenance and a portion of Grounds Maintenance.

Public Safety Building - A 26,676 square foot building built in 1993 that is located at 301 Goodwin Neck Road, Yorktown, Virginia. The two story building accommodates 102 full time staff members, 142 desktops and laptops, is occupied by staff at least 50 hours a week. The Sheriff's Department and Fire Life Safety occupy the ground floor while the upper floor is leased to York-Poquoson Social Services. The building also serves as the County's Emergency Operations Center.

Financial Management Services - A 21,824 square foot building built in 1980 that is located at 120 Alexander Hamilton Blvd. Yorktown, Virginia. The two story building is an office building that accommodates 84 staff members, 100 desktop and laptop computers, is occupied by staff approximately 45 hours a week and houses Purchasing, Human Resources, Data Processing/Payroll, Real Estate Assessment, Information Technology, Geographic Information Systems, Commissioner of the Revenue, Utility Billing, Financial Management Services, the Mail Room and the Treasurer Office.

County Administration Building - A 17,942 square foot building built in 1947 that is located at 224 Ballard Street, Yorktown, Virginia. The split-level two story building is an office building that accommodates 39 staff members, 37 desktop computers, 13 laptops, is occupied by staff approximately 55 hours a week, and houses County Administration, Community Services

Administration, Economic Development, the County Attorney's office, the Voter Registrar's office, Public Information, and Planning.

York Hall - A 17,702 square foot building built in 1954 and renovated in 1999, that is located at 301 Main Street, Yorktown, Virginia. The two story building with basement accommodates the County board and commission meetings, audio-visual and television broadcasting equipment, 1 desktop and 1 laptop computer, is occupied approximately 50 hours a week, and houses a historical museum and a gift shop.

Dare Office - 704 square feet of leased space built in 1987 and located at 5338-Unit D George Washington Memorial Highway, Yorktown, Virginia. The office accommodates 1 full time officer, 2 desktop computers, and is open approximately 45 hours a week. The County leases this space from the shopping center.

Public Works Satellite Shop - A 2,448 square foot building built in 1980 that is located at 1488 Government Road, Williamsburg Virginia 23185. The single story building accommodates 17 full time staff, 2 desktop computers, and is occupied approximately 45 hours a week.

Sports Complex Maintenance Building - A 7,009 square foot building built in 2009 that is located at 412 Sports Way, Yorktown, Virginia. The single story building has office space and a large equipment/materials storage area. It accommodates 20 staff members, 7 desktop computers, and is occupied approximately 55 hours a week.

Post Office/ Computer Support - A 5,470 square foot building built in 1958 that is located at 126 Ballard Street, Yorktown, Virginia. Approximately 1800 square feet is used for a United States Post Office with the remainder of the two story building and basement utilized by the IT department for office space and equipment space (telecommunications, servers and UPS's). It accommodates 8 County staff members, 1 Post Person, 6 desktop computers, 12 laptops, and is occupied approximately 45 hours a week.

York-Poquoson Courthouse - A 65,500 square foot building built in 1997 that is located at 300 Ballard Street, Yorktown, Virginia. The three story building accommodates 75 staff members, is occupied by staff approximately 45 hours a week, and houses Commissioner of Accounts, Commonwealth Attorney, General District Court, Community Services Division of Juvenile Services, Juvenile & Domestic Relations District Court, Sheriff's Office Court Services/Civil Division, and York County-Poquoson Circuit Court.

Senior Center - 8,815 square feet of leased space built in 1987 and located at 5314 George Washington Memorial Highway, Yorktown, Virginia. The office accommodates 1 full time staff member, up to 150 seniors at different times during the day, 13 desktop computers, and is open approximately 43 hours a week. The County leases this space from the shopping center.

B. Consultant should consider the following factors in determining adequacy of current and future needs:

1. Space requirements include, but are not limited to:
 - (a) Meeting rooms;
 - (b) Equipment rooms (including server rooms);
 - (c) General office spaces;
 - (d) Administrative office spaces;
 - (e) Reception, customer service counters/stations, and waiting areas;
 - (f) Copy machine and office equipment areas;
 - (g) Closets and storage spaces / file rooms;
 - (h) Shared spaces;
 - (i) Kitchen/food preparation (microwave ovens and refrigerators);
 - (j) Dining space;
 - (k) Restrooms;
 - (l) Shower and lockers (depending upon building function); and
 - (m) Specialty spaces (e.g. interrogation rooms at Sheriff's office; client interview rooms in Social Services, etc.)

2. Infrastructure needs:
 - (a) Emergency Power systems;
 - (b) Parking (Staff, Visitor, County Vehicles, Other uses);
 - (c) Data/communication;
 - (d) Security;
 - (e) Site Lighting;
 - (f) Waste and Recycling handling and storage facilities;
 - (g) Shop spaces and equipment bays (depending upon building function); and
 - (h) Other items to be determined by site visits, interviews, and best practices.

It is anticipated that the Consultant will, at a minimum, make site visits and conduct interviews with appropriate personnel to obtain a thorough knowledge of Owner's current operations and needs. Based upon this information and sound projections, Consultant is to derive a set of options and recommendations.

C. **DELIVERABLES:**

In accordance with Section 2.1 of the RFP:

1. Description of current buildings and uses.
2. Analysis of current uses (efficiencies, deficiencies, suggested improvements to current facilities and uses).
3. Prediction of future needs based upon regional trends, forecasts, expected population growth, and interviews with County Directors and above.

4. Recommendations and options for how to meet both current and future needs: lease, purchase, build, sell, remodel etc. Provide cost estimates for all options presented.
5. Draft report shall be provided to Owner in Word and PDF format for Owner's review and approval. Provide a minimum of one meeting with Owner to discuss the findings, and go over details of the draft report.
6. Consultant shall revise the draft report as needed to address Owner's comments and concerns. Once Owner deems the report to be finalized, Consultant shall provide ten copies of the bound report as well as an electronic copy (PDF) of the report and all supporting documentation.

ARTICLE III. OWNER'S RESPONSIBILITIES

- A. The Owner shall provide full information regarding its requirements for the Project.
- B. The Owner shall designate, when necessary, representatives authorized to act in its behalf. The Owner shall examine documents submitted by the Consultant and render decisions pertaining thereto promptly to avoid unreasonable delay in the orderly progress of the Consultant's work.
- C. The Owner shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform its services.
- D. The Consultant shall be entitled to reasonably rely on the accuracy of the services, information, surveys, reports and other materials which the Owner furnishes at its expense.

ARTICLE IV. PAYMENTS TO CONSULTANT

- A. Consultant may submit requests for payment at 30-day intervals based on percent of work completed. Payment requests will be considered only after receiving progress reports on the work and satisfactory evidence that the work reported has been acceptably accomplished.

ARTICLE V. TERMINATION OF AGREEMENT

- A. In connection with the work outlined in this contract, it is agreed and fully understood by Consultant that the Owner may cancel, indefinitely suspend further work hereunder, or terminate this contract upon ten days written notice to Consultant with the understanding that immediately upon receipt of said notice all work and labor being performed under this contract shall cease. All plans, field surveys, maps, cross-sections and other data and work related to the Project shall be delivered to Owner upon cancellation or termination of this Agreement. If the work is suspended by Owner, Consultant shall be compensated to the time of such suspension in accordance with the provisions of paragraph B of this Article and if the resumption of work is not authorized within two years from the date of suspension, this Agreement shall be

automatically terminated and neither Consultant nor Owner shall have any further obligations hereunder.

- B. If this contract is terminated for any reason not the fault of Consultant, the Consultant shall be paid in accordance with the terms of this Agreement for all work accomplished prior to the receipt of said notice on the basis of either (i) the percentage of the basic fee due at the completion of the phase during which work is stopped or (ii) the Consultant's rate for additional services whichever is less. Such payment shall be made to the Consultant as a final payment in full settlement for the services hereunder or under any supplemental agreement hereto. In the event of a termination for breach or default by Consultant, Owner shall have access to all remedies available to it in equity or at law.
- C. This Agreement may be terminated by the Consultant upon ten days written notice in the event of substantial failure by Owner to perform in accordance with the terms hereof through no fault of the Consultant. In the event of such termination by Consultant, the provisions of paragraph B immediately herein above shall apply mutatis mutandis, except that Consultant shall be entitled to no compensation other than that specified in paragraph B by way of a claim for damages arising out of this contract or otherwise.

ARTICLE VI. OWNERSHIP OF DOCUMENTS

- A. All documents including, but not limited to, Autocad files, spreadsheets, databases, tracings, drawings, estimates, specifications, investigations and studies completed or partially completed, shall be the property of the Owner. Consultant, its subcontractors, agents and employees shall be liable to the Owner for any loss or damage to any such documents while they are in the possession of or while being worked upon by the Consultant or anyone connected with Consultant. All documents so lost or damaged shall be replaced or restored by Consultant at Consultant's sole expense.
- B. All documents including drawings and specifications are prepared by Consultant in respect of the Project. They are not represented to be suitable for use on other projects. Owner agrees that, should it decide to reuse any such documents on any other project, Consultant shall not be liable to Owner for such reuse unless Consultant, under separate agreement with Owner, agrees to verify or adapt the documents to such other project.

ARTICLE VII. MISCELLANEOUS PROVISIONS

- A. No elected official or employee of the Owner who exercises any responsibilities in the review, approval or carrying out of this contract shall participate in any decision relating to this contract which affects his or her direct or indirect personal or financial interests.

- B. No reports, information, and/or data given to or prepared or assembled by the Consultant under this contract shall be made available to any individual or organization by the Consultant without the prior written approval of the Owner.
- C. This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by an instrument signed by both the Owner and the Consultant.
- D. The Consultant shall carry insurance in the amount specified below, including the Contractual Liability assumed by the Consultant and shall deliver certificates of Insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming the County of York, Virginia, it's Officers, Agents, and employees as Additional Insured, with primary status, without participation from the County of York, Virginia insurers (on Form No.GL-20-10, or its equivalent) on applicable policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein. "Further, the successful Consultant agrees they shall immediately notify, in writing the Owner of any changes, modifications, and/or termination of any insurance coverage and/or policies required by the resulting contract."

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement.

Coverage B - \$100,000 per Occurrence.

Coverage C - \$100,000/\$100,000 Accident and/or Disease

All States Endorsement.

Comprehensive Automobile Liability, including Owned, Non-Owned Hired Car Coverage.

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury and \$100,000 Property Damage.

Comprehensive General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury and \$100,000 Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

Incidental Malpractice Coverage.

Broad Form Property Damage, including Completed Operations.

Personal Injury Coverage.

Employees as Additional Insureds.

Blanket Explosion, Collapse and Underground Coverage.

Liquor Law Liability.

Professional Liability Insurance

Unless waived by the Owner, the limit shall be a minimum of \$1,000,000.

Umbrella Excess Third Party Liability, including Personal Injury, Property Damage, Advertising Liability with Umbrella Coverage, to be at least equal to that provided by the underlying Liability Insurance listed above.

Limits of Liability - \$1,000,000.

Each Occurrence - \$1,000,000.

Aggregate - \$10,000 Self-Insured Retention.

Prior to the issuance of a Notice to Proceed, the Consultant shall furnish to the Owner a certificate of insurance evidencing the above categories and stating that the insurance will not be canceled without at least 30 days prior notice, along with a proper endorsement to the applicable policies listing the Owner as an additional insured.

- E. The Consultant agrees to indemnify and hold harmless the Owner, its officers, agents and employees from and against all liability and damages, including reasonable attorney's fees and costs, resulting from the negligent acts, errors, or omissions of the Consultant under this Agreement.

In no event shall the Consultant's duties to defend, save harmless and indemnify the Owner hereunder be enforceable after the expiration of five years from the date of completion of the services included in this Agreement.

- F. During the performance of this contract, the Consultant agrees as follows:

1. The Consultant 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 Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Consultant, in all solicitations or advertisements for employees, will state that Consultant is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this contract. The Consultant will include the provisions of this paragraph F in every subcontract or purchase order over Ten Thousand Dollars (\$10,000.00) so that the provisions will be binding upon each subcontractor or vendor.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for its employees; (ii) 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 Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) 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.

- G. In accordance with §2.2-4343.1 of the Code of Virginia, *et. seq.*, the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

ARTICLE VIII. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approvals given by the Owner shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, or Consultant's employees, subcontractors, agents and consultants for the accuracy and competency of designs, working drawings, specifications or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the Owner for any defect in the designs, working drawings and specifications or other documents prepared by the Consultant, or Consultant's employees, subcontractors, agents and consultants.

ARTICLE IX. ASSIGNMENT

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this contract. Neither party shall assign, sublet or transfer any interest in this contract without written authorization of the other.

ARTICLE X. COMPLIANCE WITH LAWS, ORDINANCES, ETC.

The Consultant, and Consultants, agents, employees and subcontractors, shall comply with all applicable federal and State laws, the ordinances of the County of York, and with all applicable rules and regulations promulgated by all local, State and national boards, bureaus and agencies. Consultant shall further obtain all permits and licenses required in the preparation of the work contracted for in this Agreement.

Any provision of Title 11, Chapter 7, Code of Virginia (1950), the Virginia Public Procurement Act, in effect at the date of this Agreement, which is not expressly included in this Agreement is hereby incorporated by reference.

ARTICLE XI. ENFORCEMENT AND NOTICES

- A. The parties agree that this Agreement shall be enforceable in the County of York, Virginia, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions hereof, exclusive venue for the enforcement of the same shall lie in the Circuit Court of York County, Virginia.

- B. All written notices given to the Owner by the Consultant shall be addressed to and filed with the County of York, Virginia, Department of Public Works, Post Office Box 532, Yorktown, Virginia, 23690. All written notices from the Owner to Consultant shall be addressed to the Consultant as follows: _____.

IN WITNESS WHEREOF, the Consultant has executed this Agreement pursuant to proper authority and in the manner appropriate to him and the Owner has executed this Agreement pursuant to its Resolution _____ enacted on _____, 20__.

OWNER

COUNTY OF YORK, VIRGINIA

By: _____

County Administrator
Neil A. Morgan

ATTEST:

Title:

CONSULTANT

By: _____

Print Name: _____

Title: _____

Federal I. D. No: _____

State Commission Corporation (SS)

No. _____

ATTEST:

Secretary

Approved as to Form:

County Attorney

Date

SPACE PLANNING SERVICES / SPACE NEEDS ANALYSIS FOR VARIOUS COUNTY FACILITIES

EXHIBIT A

STANDARD BILLING RATE SCHEDULE

- 1. Project Officer \$_____/hour
- 2. Senior Project Manager \$_____/hour
- 3. Project Manager \$_____/hour
- 4. Clerical \$_____/hour

Other Services

1. Printing:

- a) Reproducibles \$_____/square foot
- b) Xerox copies (any size) \$_____/sheet

The hourly rates will be in effect through calendar year_____. Thereafter, rates may increase up to 4% per calendar year.