

**Institute for Advanced Learning and Research
REQUEST FOR PROPOSALS**

ISSUE DATE: June 28, 2019
TITLE: Landscape Architecture Services
RFP NO. 6-28-2019
ISSUER: Institute for Advanced Learning and Research
150 Slayton Avenue
Danville, VA 24540

The Institute for Advanced Learning and Research (“IALR”) hereby invites proposals from qualified landscape architecture firms to provide professional landscape design services for the IALR campus.

Sealed proposals for furnishing the goods/services described herein will be received until 12:00 P.M., July 31, 2019 at the location stated below.

An optional pre-bid meeting is scheduled for July 17, 2019, at 2:00pm at 150 Slayton Ave., Danville, VA, in Room 113.

It is the responsibility of interested offerors to obtain a complete copy of this request for proposals (“RFP”). Interested offerors should regularly check with IALR for amendments to this RFP. IALR will not be responsible if the RFP and/or amendments are not received by potential offerors.

All inquiries concerning RFP Submission Requirements should be directed to:

Pam Patterson, Executive Administrative Assistant
Phone: 434-766-6605
Email: pam.patterson@ialr.org

All inquiries concerning RFP Statement of Needs and Specifications/Scope of Work should be directed to:

Leslie Dobbins, Director of the Institute Conference Center and Operations
Phone: 434-766-6722
Email: Leslie.Dobbins@ialr.org

Proposals must be mailed or hand delivered to:

Institute for Advanced Learning and Research
ATTN: Procurement Office
Atrium Reception Desk/Procurement
150 Slayton Avenue
Danville, VA 24540

IALR is not responsible for proposals that do not arrive by the deadline. Late submissions will not be considered. Oral, telephonic, telegraphic, facsimile, or other electronically transmitted bids will not be considered.

The terms and conditions of this RFP, including any amendments to this RFP issued by IALR, shall be and hereby are incorporated by reference into this RFP Cover Sheet. By signing this RFP Cover Sheet, the undersigned offers and agrees to furnish the goods and services stated herein in accordance with the terms and conditions of this RFP, including any amendments to this RFP issued by IALR.

NAME AND ADDRESS OF OFFEROR:

_____ **DATE:** _____

_____ **BY:** _____

(SIGNATURE)

_____ **NAME:** _____

(PLEASE PRINT)

_____ **TITLE:** _____

EMAIL: _____ **PHONE:** _____

Offeror's Fed ID No: _____

Offeror's SCC Identification Number: _____

LATE PROPOSALS WILL BE REJECTED

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I. PURPOSE OF RFP:

IALR invites proposals from qualified companies, individuals, or organizations (“firms” or “offerors”) to provide landscape architectural design services, on an as needed basis, for the IALR campus under an annual term contract. The IALR campus includes the Main Building, which is located at 150 Slayton Avenue, Danville, Virginia 24540, the Charles Hawkins Building, which is located at 230 Slayton Avenue, the SEnTeC Building, which is located at 228 Slayton Avenue, the Hawkins Expansion, which is located at 232 Slayton Avenue, and other nearby parcels and structures. IALR intends to enter into contracts with one or more professional landscape architecture firms to which individual projects can be assigned on an as needed basis.

II. BACKGROUND:

IALR was created by the Commonwealth of Virginia as an independent political subdivision of the Commonwealth of Virginia for the purpose of seeking to diversify the Southside Virginia region’s economy. IALR is envisioned to develop and attract technology and talent critical to the region’s economic transformation through strategic research, advanced learning programs, conference activities, community outreach programs, and technology infrastructure development. IALR is governed by a fifteen person Board of Trustees

IALR’s main facility is located at 150 Slayton Avenue, Danville, Virginia. The main IALR facility includes 93,000 square feet of research, classroom, conference, and office space equipped with updated technology. IALR’s campus also includes the Charles Hawkins Building and the SEnTeC Building, which are located at 230 Slayton Avenue. These buildings consist primarily of research, manufacturing and office space.

Through this RFP, it is the intent of IALR to identify and retain one or more landscape architecture firms that can provide architectural design services for its campus on an as needed basis.

III. STATEMENT OF NEEDS:

IALR is seeking a landscape architectural firm that can provide landscape design services for its campus. IALR envisions several separate projects over the life of this term contract. Rather than issuing a separate RFP for each project, IALR elects to enter into a term contract pursuant to Virginia Code § 2.2-4303.1. Pursuant to the term contract or contracts entered under to this RFP, IALR will assign specific landscape projects on an as needed basis.

The landscape projects will require similar experience and expertise. The successful offeror(s) shall provide comprehensive landscape architectural design services required for specific project(s) assigned to them. On assigned projects, the contractors will assess IALR’s needs, design the space within the applicable project budget, prepare any

required plans and construction documents, assist IALR with procuring the contractor, and provide management services during the construction contract.

It is anticipated that the projects will include excavating, grading, planting of various plants, trees, shrubs and flowers, installation of pavers, retaining walls and other hardscapes, installation of lighting, installation of irrigation systems, and other construction associated with the overall landscape design.

The project designs will have to enhance the utility, functionality and aesthetics of the campus in a uniform manner. To maximize the uniformity of the landscape projects on the campus, IALR may elect to enter only one or few contracts or to assign projects to only one or few offerors.

The contract term will be limited to one year or when the cumulative total project fees reach the maximum amount stated in Virginia Code § 2.2-4303.1, whichever occurs first. The contract term may be renewable for up to four (4) additional one-year terms at the option of IALR.

The landscape architectural firm or firms will be selected using the competitive negotiation procedure for professional services as defined in Virginia Code § 2.2-4302.2.

IV. SPECIFICATIONS/SCOPE OF WORK:

The successful offeror(s) will have demonstrated ability to design landscape projects within specified times, within a specified fixed fee, within a project budget, and with minimal claims and minimal change orders. The successful offeror(s) also will have demonstrated experience in project administration.

Projects shall be assigned to the successful offeror(s) on an as needed basis at the discretion of IALR. IALR will select specific firms for specific projects based on criteria other than price. Criteria to be considered in awarding individual projects will be the same as will be considered in awarding contracts pursuant to this RFP. In addition, the offeror's willingness to agree to IALR's project-specific requirements and the offeror's ability to perform the project in the stated timeframe and design the project within the stated budget will be considered in assigning projects.

The performance schedule for each project assigned shall be negotiated with the successful offeror(s) for the specified project. The fair and reasonable prices established in negotiations will be used in determining the fee for each project. Reimbursable expenses shall mean the actual expenses incurred directly or indirectly in connection with the services performed. No mark-up will be allowed for reimbursable expenses.

The sum of all projects performed shall not exceed \$750,000 during the contract term. The fee for any single project shall not exceed \$150,000.

The following is a general scope of work that the successful offeror(s) will be required to provide to IALR. This is a general listing and should not be construed as being the full and complete list of all services that might be required for the project. A comprehensive list of services shall be developed through discussion and negotiation between the successful offeror(s) and IALR, or it will be established when a particular project is assigned to an offeror.

- A. Design the project, to tentatively include:
 - 1. Assist in the development of the project, including the assessment of specific needs for particular spaces on campus;
 - 2. Provide conceptual design drawings, as needed, to demonstrate proposed design;
 - 3. Provide options for plantings and hardscapes;
 - 4. Provide options for irrigation and lighting;
 - 5. Develop preliminary layout drawings, plans for review, and preliminary cost estimates, as needed;
 - 6. Prepare detailed design and construction drawings as needed for the approved project;
 - 7. Prepare final construction documents and prepare to bid work on a schedule to be determined by IALR;
 - 8. Assure that the design and construction documents are in conformance with generally accepted landscape architecture practices and comply with applicable codes and regulations, including but not limited to the Americans with Disabilities Act; and
 - 9. Prepare contract documents, including instructions to bidders, bid form, agreement, general conditions, supplementary conditions, technical specifications, plans, and other documents as may be needed, all in compliance with the Virginia Public Procurement Act and IALR's procurement policies.
- B. Furnish sets of construction drawings and contract documents in such quantities as may be required by IALR for submission to regulatory agencies and other reviewing authorities and for IALR's general use.
- C. Coordinate selection of contractors to perform any required work through appropriate public procurement process, including attendance at pre-bid conference and assisting in responding to inquiries regarding the drawings and specifications.
- D. Assist IALR and any selected contractors in obtaining any federal, state, or local permits or approvals that are applicable to or necessary for the project.
- E. Assist in the management of each assigned project from design through the completion of any required construction.
- F. Provide all necessary engineering, landscaping, environmental, surveying, impact analysis, and other services related to the program of work and necessary to provide the required services and deliverables.

G. The selected firm shall be licensed to perform landscape architecture work in Virginia.

H. The term of the contract will be one year. The contract will be renewable, at IALR's discretion, for four (4) additional one year terms.

I. IALR's campus will remain open and fully operational throughout all phases of the contract. Thus, the selected firm must design, implement and oversee each project in such a manner that will avoid impacting IALR's ongoing operations.

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. Clarification of Terms: If any prospective firm has questions about the Submission Requirement or the Specifications/Scope of Work, the firm should contact the IALR contact persons as listed on the RFP Cover Sheet in writing no later than three working days before the proposal due date. Any interpretations, corrections, or revisions to this RFP will be made only by written addendum issued by IALR. Interpretations, corrections or revisions of this RFP made in any other manner will not be binding and offerors must not rely upon such interpretations, corrections, or revisions. Offerors are solely responsible for ensuring that they have any and all addenda issued prior to submitting their proposals. IALR disclaims any responsibility for an offeror's failure to receive any addenda. Offerors are encouraged to confirm that they have received any and all addenda.

B. RFP Response. In order to be considered for selection, offerors must submit a complete response to this RFP. Three (3) copies of the proposal must be submitted to IALR. The proposal shall be submitted by mail or hand delivery as instructed on the RFP Cover Sheet. A signed copy of the RFP Cover Sheet must be included with each copy of the proposal. Proposals must be submitted on or before 12:00 pm on July 31, 2019. Late submissions will not be accepted. No other distribution of the proposal shall be made by the offeror.

C. Proposal Preparation.

1. Responsiveness. An authorized representative of the offeror shall sign proposals. All requested information must be submitted. Failure to submit all information requested may result in IALR giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by IALR. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2. Content. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity

of content.

3. Organization. Proposals should be organized in the order in which the requirements are presented in the RFP. Proposals should be formatted in a manner that follows the required elements of the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents that cross references the RFP requirements where appropriate. 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.

4. Binding. Each copy of the proposal shall be bound or contained in a single volume. All documentation submitted with the proposal should be bound in that single volume.

D. Ownership of Materials. Ownership of all data, materials and documentation originated and prepared for IALR pursuant to the RFP shall belong exclusively to IALR 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 protection of Section 2.2-4342.F. of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must specifically identify the data or 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 may result in rejection of the proposal.

E. No information regarding the proposal records or the contents of responses will be released except in accordance with Virginia Code § 2.2-4342. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.

F. Pre-Bid Conference. IALR will conduct an optional pre-bid conference and onsite inspection for all potential offerors on July 17, 2019, at 2:00 p.m. This is not a required site inspection for the RFP; however, all potential offerors are encouraged to attend. IALR will use the pre-bid conference to discuss all aspects of the RFP, the proposal process, and the services to be provided by the selected contractor.

G. Any interpretations, corrections, revisions to this solicitation will be made only by written addendum issued by IALR. Interpretations, corrections or revisions of this RFP made in any other manner will not be binding and offerors must not rely upon such

interpretations, corrections, or revisions. Offerors are solely responsible for ensuring that they have any and all Addenda issued prior to submitting their proposals. IALR disclaims any responsibility for an offeror's failure to receive any addenda.

H. Your signature on the RFP Cover Sheet certifies that you have either inspected the campus or voluntarily declined the inspection, are aware of the conditions under which the work must be accomplished, that you are aware of and understand the requirements for the services to be provided, and that you fully understand this solicitation. It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Failure to understand the requirements of this solicitation will not relieve the contractor of any responsibilities under any contract. Claims, as a result of failure to inspect the job site or failure to obtain clarification of requirements, will not be considered by the IALR.

VI. SPECIFIC PROPOSAL REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the IALR may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- A. Three (3) copies of the RFP Cover Sheet, **each bearing an original signature**, which incorporate by reference all of the terms and conditions of this RFP as amended, and three (3) signed copies of any subsequently issued addendum to this RFP.
- B. Three (3) copies of a written narrative statement to include:
 - 1. Description and history of the firm.
 - 2. Experience firm has in providing landscape architectural design services similar to those requested in this RFP.
 - 3. Experience firm has with term contracts similar to those permitted by Virginia Code § 2.2-4303.1, where individual projects will be assigned after the award of the contract.
 - 3. Identification of the design team who would be providing landscape architectural design services for IALR, and a description of the experience and qualifications of those individuals with copies of their resumes.
 - 4. A statement of the firm's capacity to perform the work based upon current and planned workload and schedules.
 - 5. Company name, address, contact name and phone number of at least three (3) clients for which the firm has provided similar services. IALR reserves the right to contact any client listed.
 - 6. The same information as requested of the firm must be provided for all subcontractors proposed to be used by the firm, including references. IALR reserves the right to contact any client listed for the subcontractors.
- C. Each offeror shall furnish evidence of the qualifications, expertise, and experience of the firm's design team. Each offeror shall provide a list of three (3) projects

designed by offeror and for which offeror provided services that the offeror believes to be most similar to this project. Each project listing shall include the following information:

1. The name of the project;
2. A brief description of the project;
3. A brief description of the services provided;
4. The name and contact information on the client for whom the building/facility was provided;
5. The year the project was started; and
6. The year the project was completed, if applicable.

D. Offerors shall **NOT** provide any estimated project costs in their proposals. During discussions with offerors, as permitted during competitive negotiation under Virginia Code § 2.2-4302.2, IALR may discuss nonbinding estimates of project costs with offerors. A final price shall be determined in negotiation with the offeror ranked first following discussions.

E. The proposal must state any professional licenses and certifications maintained by the offeror and/or individuals identified as being a part of the offeror's design team that are relevant to the contract.

F. Any other information that the offeror feels IALR should consider in evaluating the proposal.

G. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be sent or delivered to the IALR in an envelope or package that is sealed and clearly marked on the lower left-hand corner of the envelope or package as follows:

LANDSCAPE ARCHITECTURE SERVICES

From: _____ Due Date: July 31, 2019
(name of offeror) Due Time: 12:00 p.m.

Address: _____

The envelope should be addressed as directed on the RFP Cover Sheet. If a proposal is not marked as required, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location at the IALR (Atrium Reception Desk). No other correspondence or other proposals should be placed in the envelope.

VII. SELECTION PROCESS; EVALUATION CRITERIA:

A. Selection Process. Pursuant to Section 2.2-4302.2 of the Code of Virginia, selection of the offeror shall generally be as follows:

1. Factors to be considered by IALR in determining which offeror(s) will be selected for discussions include, but are not necessarily limited to:
 - a. The ability, capacity and skill of the offeror to timely perform the contract or provide the services and/or items required;
 - b. The quality of performance of the offeror and its design team on previous contracts or services, whether similar or not;
 - c. The quality of performance of the offeror and its design team in performing prior projects similar in terms of size, scope, scale, duration, and otherwise to the contract to be awarded;
 - d. The character, integrity, reputation, judgment, experience and efficiency of the offeror and its design team;
 - e. The quality of the professional or business references supplied by the offeror;
 - f. The ability, capacity or willingness of the offeror to commence and complete the contract within time frames fixed by IALR;
 - g. The results of interviews, discussions, and/or negotiations with offerors;
 - h. Any other lawful factors reasonably related to the subject of the contract to be awarded;
 - i. Overall quality and value of the proposal as determined by IALR;
 - j. The best interests of IALR.

Proposals shall be evaluated based on the requirements set forth in this RFP. The objective in evaluating these factors is to determine whether the offeror has the capability, in all respects, to perform fully the contract requirements, and the moral and business integrity and reliability that will assure performance.

2. IALR shall engage in individual discussions with two or more firms deemed fully qualified, responsible, responsive and suitable (if there be that many) on the basis of the factors identified in the RFP and the initial responses. Repetitive informal interviews shall be permissible. Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project as well as alternative concepts. These discussions may encompass nonbinding estimates of project costs including, where appropriate, design, construction, life-cycle costing, nonbinding estimates of prices or fees for architectural/engineering services and other matters which IALR in its discretion finds relevant. Methods to be used in arriving at a price for the services may be discussed.

3. At the end of discussions outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process, two or more offerors whose professional qualifications and proposed services are deemed by IALR most meritorious shall be ranked in order of preference (if there be that many).

4. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to IALR can be negotiated at a

price 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 at a fair and reasonable price. Should IALR determine in writing and in their sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

5. As noted, firms selected for an informal discussions may be asked to provide a nonbinding estimates of fees to perform the work. The reasonableness/competitiveness of this proposed nonbinding fee, and any benefits derived therefrom, in no way binds IALR to select the offeror who proposes the lowest fees or benefits for services. IALR reserves the right to negotiate fees and/or benefits with the selected offeror.

6. Offerors are advised that time is of the essence with assigned projects and that it is imperative that all work required for each project be completed as soon as possible.

7. IALR reserves the right to cancel this RFP, reject any or all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the offeror or offerors whose proposal is deemed to be in the best interest of IALR and provides the best value to IALR.

B. Evaluation. The IALR will use the following criteria to evaluate proposals. The criteria are not necessarily given below in priority order.

AWARD CRITERIA:	POINTS
1. General Qualifications: Firm’s history, expertise, experience, financial viability, references, capability of providing services at levels required by IALR, demonstrated capability to complete similar contracts	45
2. Proposed Services: Strategies, methodologies, services offered in response to this RFP, ability to complete work on time while ensuring IALR operations are not compromised, clarity and completeness of proposal	25
3. Workload; Staffing: Current workload and the ability to manage and complete multiple projects within County time constraints. Proposed organizational and staffing plans.	10
4. Past Performance: Past cost performance, project scheduling performance and general overall completion on time of IALR projects and other similar projects.	10
5. Proposal:	10

Submission of a complete proposal clearly demonstrating understanding of the services to be provided and completeness and reasonableness of the proposing offeror's plan for accomplishing the tasks. Overall quality of written/oral proposal.

TOTAL:

100

C. Award of Contract. IALR will award the contract or contracts to the offeror(s) that have made the best proposal and provide the best value upon the negotiation of a fair and reasonable price and acceptable terms and conditions. Awards may be made to more than one offeror. IALR reserves the right to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the IALR. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this RFP and the contractor's proposal as negotiated.

D. Award Posting. Upon the award or the announcement of the decision to award contract(s) as a result of this RFP, IALR will post notice of the award or decision to award on its website. Posting on IALR's website is the only notice that will be provided of the award or decision to award contracts(s) pursuant to this RFP.

VIII. GENERAL TERMS AND CONDITIONS:

A. ANTI-DISCRIMINATION: By submitting their proposal, the offeror represents and warrants to the IALR that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*, and all other applicable federal, state and local anti-discrimination laws, codes, rules, and regulations. Without limiting the foregoing, during the performance of this contract, the offeror agrees as follows:

1. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees, notices setting forth the provisions of this nondiscrimination clause.
2. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

4. The offeror will include the provisions of the above 1, 2 and 3 in every subcontractor or purchase order over \$10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.

B. **DRUG-FREE WORKPLACE:** During the performance of the contract, the offeror agrees to (i) comply with the drug-free workplace provisions of Virginia Code 2.2-4312; (ii) provide a drug-free workplace for the offeror's employees; (iii) post in conspicuous places, available to employees, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iv) state in all advertisements or solicitations for employees that the offeror maintains a drug-free workplace; and (v) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.

C. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting its proposal, the offeror represents and warrants that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

D. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in a court of appropriate jurisdiction in the City of Danville, Virginia. The offeror shall comply with all applicable federal, state and local laws, codes, rules and regulations.

E. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, the offeror represents and warrants that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, or subcontractor in connection with their proposal, and that it has 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. Furthermore, the provisions, requirements, and prohibitions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Code, pertaining to bidders, offerors, contracts, and subcontractors, are applicable to this RFP and any resulting contract, as are the provisions, requirements, and prohibitions contained in Sections 2.2-3100 through 2.2-3131 of the Virginia Code.

F. **QUALIFICATIONS OF OFFEROR:** IALR may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to provide the services/furnish the goods as required under this RFP, and the offeror shall furnish to the IALR all such information and data for this purpose as may be requested. IALR reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. IALR further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the IALR that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

G. **DEBARMENT STATUS:** By submitting its proposal, the offeror represents and warrants that it is not currently debarred by the Commonwealth of Virginia from

submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently so debarred.

H. **NONDISCRIMINATION TOWARDS OFFERORS:** A bidder, offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless IALR has made a written determination that employing ex-offenders on the specific contract is not in its best interest. **IALR DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.**

I. **LICENSE REQUIREMENT; LEGAL COMPLIANCE:** The offeror shall procure at its own expense all necessary licenses and/or permits and shall conform to all laws, codes, regulations and ordinances applicable to the performance of the contract, and will pay all applicable federal and state taxes.

J. **INSURANCE:** The successful offeror shall, at its sole expense, obtain and maintain during the life of the contract insurance policies of the type, in the amount, and subject to the terms required by IALR, including without limitation: (i) commercial general liability insurance with minimum limits of liability of \$1,000,000 combined single limit for any one occurrence; (ii) broad form contractual liability insurance, which shall include the indemnification obligation set forth in this RFP; (iii) workers' compensation and employer's liability insurance covering the selected offeror's statutory obligation under the laws of the Commonwealth of Virginia; (iv) automobile liability insurance with at least a \$500,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract; and (v) professional liability and errors and omissions insurance with minimum limits of \$2,000,000 per claim and \$2,000,000 policy aggregate (professional liability insurance coverage shall be maintained for five years after completion of the project). Any required insurance policies shall be effective prior to the beginning of any work under this contract. All insurance except professional liability shall be written on an occurrence basis. In addition, (i) the offeror shall furnish IALR a certificate or certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies; (ii) the required certificate or certificates of insurance, excluding those for workers' compensation and professional liability, shall name IALR and its officers, trustees, directors, volunteers, employees, and agents as additional insureds; (iii) the required certificate or certificates of insurance shall require 30 days advance, written notice to IALR before being cancelled; and (iv) any insurance company providing coverage under the contract shall be authorized to do business in the Commonwealth of Virginia.

K. **SCC REGISTRATION:** Pursuant to Virginia Code § 2.2-4311.2, the offeror must be registered with the State Corporation Commission if so required by Title 13.1 or Title 50 of the Virginia Code or otherwise required by law.

L. **MINORITY CONTRACTING:** It is the policy of IALR to maximize participation by minority and women owned businesses, small businesses, and service disabled veteran businesses in contracting opportunities. IALR welcomes and encourages the participation of small businesses and businesses owned by women and minorities in its procurement transactions.

IX. SPECIAL TERMS AND CONDITIONS:

A. **ADVERTISING:** In the event a contract is awarded for goods or services resulting from this proposal, no indication of such sales or services to IALR will be used in product literature or advertising by the offeror without the prior written consent of IALR. The offeror shall not state in any of its advertising or product literature that IALR has purchased or used its products or services without the prior written consent of IALR.

B. **AUDIT:** The offeror shall retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by IALR or the Commonwealth of Virginia, whichever is sooner. IALR, state auditors, or independent auditors hired by either of them shall have full access to and the right to examine any of said materials during said period.

C. **PROPOSAL ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety days, the offer may be withdrawn at the written request of the offeror. If the offer is not promptly withdrawn (within 5 business days) at that time, it remains in effect until an award is made or the solicitation is canceled.

D. **PAYMENT SCHEDULE:** The offeror shall propose a payment schedule that is customary throughout the industry.

E. **PERMITS AND REQUIRED INSPECTIONS:** The offeror shall be responsible for obtaining all necessary and customary permits and inspections for a project of this nature. Costs for permits and inspections shall be included as a part of the total cost of project.

F. **PRICE ADJUSTMENTS:** In the event that IALR issues a change order reducing the amount of work to be performed by the offeror under the contract during the contract period, the contract price shall be reduced in a proportional amount. There shall not be any increase in the contract price under any circumstances unless such price increase is specifically approved in writing by the authorized IALR representative in advance of any work for which extra compensation is requested.

G. **UNREASONABLE/EXCESSIVE CHARGES:** Charges which appear to be unreasonable or which are in excess of either (i) the contract amount or (ii) any additional amount approved in advance in writing by IALR will be researched and challenged, and that portion of the invoice will be held in abeyance until the matter is resolved. Upon determining that invoiced charges are not reasonable or are excessive, IALR shall promptly notify the offeror, in writing, as to those charges which it considers unreasonable or excessive and the basis for the determination.

H. **PAYMENT:** Invoices for goods or services shall be submitted by the offeror directly to the payment address listed below:

Institute for Advanced Learning & Research
ATTN: Accounts Payable
150 Slayton Avenue
Danville, VA 24540

I. **SUBCONTRACTS:** Before any portion of the goods or services shall be subcontracted, the offeror shall furnish IALR with the names, qualifications and experience of their proposed subcontractor(s). IALR must be afforded the right to refuse any subcontractor that the offeror has selected. The offeror shall remain fully liable and

responsible for all acts and omissions of subcontractors and for the goods or services supplied by its subcontractor(s) and shall assure compliance with all requirements of the contract. Any approved subcontract shall include any mandatory flow downs from the Virginia Public Procurement Act, including without limitation the requirements of Virginia Code § 2.2-4354.

J. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions or other breach of any resulting contract by the offeror, IALR may terminate the contract and/or procure the goods and services from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. These remedies shall be in addition to any other remedies which the IALR may have under the contract, at law, or in equity.

K. **CONTRACTUAL CLAIMS:** The procedure for reviewing and resolving contractual claims and resolving contractual disputes shall be the procedure set forth in Virginia Code § 2.2-4363.C.

L. **ASSIGNMENT OF CONTRACT:** The contract shall not be assignable by the offeror in whole or in part without the written consent of IALR.

M. **INDEPENDENT CONTRACTOR:** The offeror, if awarded a contract, shall not be an employee of the IALR but shall be an independent contractor. Nothing in the contract shall be construed as authority for the offeror to make commitments which shall bind IALR or to otherwise act on behalf of IALR, except as IALR may expressly authorize in writing.

N. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in either of the following ways:

a. The parties may agree in writing to modify the product specifications or scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the contract.

b. IALR may order changes within the general scope of the contract at any time by written notice to the firm. The firm shall comply with the change order upon receipt.

O. **CANCELLATION OF CONTRACT:** IALR reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon thirty (30) days written notice to the offeror. Any contract cancellation notice shall not relieve the offeror of the obligation to deliver and/or perform on all outstanding items prior to the effective date of cancellation. Any contract cancellation notice shall not relieve the IALR from its obligation to pay for work performed prior to the effective date of cancellation.

P. **CONTRACTOR'S AND SUBCONTRACTOR'S PERSONNEL:** (a) The firm shall be responsible for the errors, acts, and omissions of its employees and agents, and the employees and agents of any subcontractors, while on IALR premises or performing any work associated with the contract. (b) The firm's personnel will be required to comply with all rules and regulations governing the access to and use of IALR's premises. (c) The firm shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed under the contract. (d) It shall be the firm's responsibility to see that its employees use any equipment, materials and supplies in a safe and orderly manner and in accordance with the manufacturer's instructions and guidelines and within all local, state and federal

regulations. It shall be the firm's responsibility to ensure its employees and its subcontractor's employees know and obey all OSHA, VOSA, EPA and other regulatory requirements. Compliance with all regulatory requirements is the sole responsibility of the firm and/or its subcontractors. The safety of the firm's and subcontractor's employees is the sole responsibility of the firm and its subcontractors. (e) IALR reserves the right to request the removal of any of the firm's employees or agents or any of its subcontractor's employees or agents from the premises at any time for any reason. The firm or its subcontractor shall have such employee leave the premises upon receipt of such request.

Q. DAMAGE AND/OR THEFT OF PROPERTY: The firm shall be responsible for any loss or damage to property including money, securities, merchandise, fixtures, and equipment belonging to the IALR or to any other person or organization, if any such loss or damage was caused, in all or in part, by the firm, its agents or employees, and/or its subcontractors.

R. HAZARDOUS MATERIALS: The firm shall not, during the term of the contract, transport, dispose of, or release, on IALR's property any hazardous substance, material, or waste. The firm shall comply with all federal, state, and local laws, rules, and regulations relating to the storage, transportation, use, and disposal of hazardous materials, substance or waste.

S. INDEMNIFICATION: To the extent permitted by law, the firm shall indemnify, defend, and hold harmless IALR and its officers, agents, trustees, directors, employees, and affiliates from and against any and all liability, losses, damages, claims, causes of action, suits of any nature (including suits by IALR against the firm), costs, and expenses, including reasonable attorney's fees and consultant's fees, resulting from or arising out of the firm's or its agent's, and/or subcontractor's errors, acts, or omissions in the performance of services under the contract or any subcontract or any breaches of the contract or any subcontract. This indemnity provision shall cover and include, without limitation, fines and penalties for violations of federal, state or local laws or regulations (including health or alcoholic beverage violations); personal injury, wrongful death or property damage claims; breach of contract claims; indemnity claims; and other damages, losses and claims of any kind.

T. NON-EXCLUSIVENESS OF REMEDIES: Any right or remedy on behalf of the IALR provided for in any part of the contract, including but not limited to, any remedy for the firm's nonperformance or breach, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

U. SOVEREIGN IMMUNITY; PUBLIC POLICY: Nothing contained in the contract is intended to waive, or shall be construed as a waiver of, the sovereign immunity of IALR.

V. NON-WAIVER: The failure of IALR to insist upon strict performance of any of the terms or provisions of the contract or to exercise any option, right or remedy contained in the contract shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy. The waiver by IALR of a breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

W. CONFIDENTIALITY: The firm acknowledges and agrees that it (and any other persons in its employment) must maintain the confidentiality of all IALR information,

business affairs, programs, partners, vendors, finances, properties, intellectual property, trade secrets, methods of operation, computer programs, and documents, whether written, oral, or otherwise (hereinafter referred to as Confidential Information), to which he may come in contact with during or after the contract period. The firm agrees that it will not at any time during or after the term of this contract use or disclose to any person any Confidential Information and that upon the termination of this contract it will turn over to IALR all documents, papers, and other matter in his possession or control that relate to IALR, including all electronic or hard copies. The firm further agrees to bind his employees, agents, and subcontractors to the terms and conditions of this contract.

X. PROPRIETARY MATERIALS: All documents, plans, specifications, diagrams, schematics, and other deliverables produced by the contractor for IALR under this contract shall be and remain the exclusive property of IALR and shall be used exclusively for the benefit of IALR from the date of creation forward unless express written permission is given by the Executive Director of IALR. The firm further agrees that he will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without the prior written consent of IALR's Executive Director.

Y. SEVERABILITY: Each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.