

**INSTITUTE FOR ADVANCED LEARNING AND RESEARCH  
REQUEST FOR PROPOSALS**

**Issue Date:** December 5, 2018

**Title:** Architectural and Engineering Services for the Center for Manufacturing Advancement

**Project Code:** 885-18402-000

**Issuer:** Institute for Advanced Learning and Research  
150 Slayton Avenue  
Danville, Virginia 24540

**Location of Work:** Cyber Park  
1260 South Boston Road (Parcel ID No. 76441)  
The property is to be subdivided and the Project will front on Slayton Avenue  
Danville, Virginia 24540

The Institute for Advanced Learning and Research (“IALR”) hereby invites proposals from qualified architectural and engineering firms to provide professional services to IALR in preparing architectural design, construction documents and bid specifications, and providing construction administration services for the Center for Manufacturing Advancement (“CMA”).

All inquiries for information about this Request for Production (“RFP”) should be directed to: Robin Barker, Grant and Contract Manager, Institute for Advanced Learning and Research, 150 Slayton Avenue, Danville, Virginia 24540, e-mail: robin.barker@ialr.org.

Proposals must be mailed or hand delivered to:  
Institute for Advanced Learning and Research  
ATTN: Atrium Reception Desk  
150 Slayton Avenue  
Danville, VA 24540

Sealed proposals for furnishing the services described herein will be received until **4:00 P.M. local time on Monday, January 14, 2019. Proposals must reach the above address by the deadline stated.** 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.

An optional pre-proposal meeting is scheduled for Monday, December 17, 2018, at 12:00pm at 150 Slayton Avenue, Danville, VA, in Room 107.

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

The provisions of this RFP, including attachments hereto, documents incorporated herein, and any addenda that may subsequently be issued by IALR, shall be and hereby are incorporated by reference into this RFP Cover Sheet. By signing this RFP Cover Sheet below, the undersigned offers and agrees to furnish the services stated herein in accordance with all of the provisions of this RFP. It is understood that this RFP and the scope of services may be modified, by mutual agreement in subsequent negotiations.

**OFFEROR INFORMATION AND SIGNATURES FOLLOW ON NEXT PAGE**

Name and Address of Offeror:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

FEIN/SSN # \_\_\_\_\_

SCC # \_\_\_\_\_

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

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

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

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

Telephone No. (\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_

**LATE PROPOSALS WILL BE REJECTED**

**END OF RFP COVER SHEET**

**RFP CONTINUES ON NEXT PAGE**

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## **I. APPLICATION OF STATE FORMS; ORDER OF PRECEDENCE**

This CMA design and construction project (“Project”) is being undertaken by IALR, which is an independent political subdivision of the Commonwealth of Virginia. The Project is being paid for with state funds. Thus, IALR is utilizing state forms for the procurement of architectural and engineering services.

Except as modified in this document or in any subsequent agreement between IALR and the selected offeror, the **A/E Manual** as defined in the Commonwealth of Virginia **Construction and Professional Services Manual** (ver. May 31, 2018), as amended, and the **Terms and Conditions of the A/E Contract (CO-3a)** (ver. 05/15), as amended, shall apply to the contract awarded pursuant to this RFP and are incorporated by reference herein. The provisions of the **A/E Manual** and **Terms and Conditions of the A/E Contract** shall be construed as necessary to apply to IALR and in light of the provisions contained in this RFP. For example, the terms “Commonwealth”, “Agency”, and “Owner” in the **A/E Manual** and **Terms and Conditions of the A/E Contract** shall mean IALR.

The **Construction and Professional Services Manual**, including the **A/E Manual**, is available at: <https://dgs.virginia.gov/engineering-and-buildings/statewide-constructionproject-management/about-the-cpms/>

The **Terms and Conditions of the A/E Contract** is available at: <https://dgs.virginia.gov/search/documents-and-forms/?filter=DEB>

To the extent practicable, the provisions of this document (pages RFP-1 to RFP-15) shall be read consistently with the provisions of **Attachment A**, the **A/E Manual**, and the **Terms and Conditions of the A/E Contract**. If there is any conflict between the provisions of these documents, then the provisions of this document (pages RFP-1 to RFP-15) shall control.

## **II. PURPOSE**

IALR invites proposals from qualified companies, individuals, or organizations (“firms” or “offerors”) to provide architectural and engineering design services for the design, engineering and construction of a rapid-launch manufacturing facility in the Cyber Park. The selected firm will provide professional architectural and engineering design services, construction documents, bid specifications and construction administration services, as stated herein. IALR intends to select one firm to provide these services using the competitive negotiation procedure for professional services as defined in Section 2.2-4302.2 of the Virginia Public Procurement Act; provided, however, that IALR reserves the right to award multiple contracts.

## **III. BACKGROUND**

This Project calls for the construction of an approximately 51,000 square-foot Center for Manufacturing Advancement facility to be used by new businesses to begin limited operations off-site as they wait for the upfit or construction of permanent manufacturing facilities. As planned, the facility will include four 3,887 square-foot rapid-launch high bays (three of which will be used for manufacturing operations and one of which will be used for a demonstration site); one 1,483 square-foot ISO-Certified inspection lab; one 5,791 square-foot process improvement high bay lab; and related offices, support spaces and common areas. The Project is described in more detail in **A Proposal to Establish A Center for Manufacturing Advancement in Southern Virginia**, which is attached hereto as **Attachment A**.

## **IV. OTHER INFORMATION RELEVANT TO PROJECT**

Work on the Project must conform, in all respects, with those certain Restrictive Covenants for the Cyber Park dated September 17, 2004 (adopted September 20, 2004), recorded in the Clerk’s Office of the Circuit Court of Danville, Virginia, as Instrument No. 05-1671, as the same may be amended from time to time as set forth therein, and any and all other matters of record that apply to the parcel where the Project is located (“Restrictions”). The work on the Project also must conform to all state, local, and federal laws, statutes, codes, ordinances, regulations, and rules that apply to the parcel where the Project is located. The selected

offeror is responsible for ensuring that the Project, as designed and developed by the selected offeror, complies with all such Restrictions, laws, statutes, codes, ordinances, regulations, and rules.

V. **SCOPE OF SERVICES**

The document attached as **Attachment A** describes the program, siting, appearance, aesthetics, functional arrangement, and level of quality that IALR desires for the Project. The selected offeror shall furnish all expertise, labor and resources for complete design and construction period services for the Project in accordance with the requirements this RFP. The following generally highlights the services that the selected firm will be required to perform:

- A. Conduct on-site survey and field investigations. Refine, clarify, and define IALR's Project description, data, and requirements as necessary for the Schematic Design and Preliminary Design/Design Development Phases of the design process. Design the Project to meet IALR's requirements and come within IALR's available funds for construction. Respond to third party review comments and resolve outstanding design issues at the various phases by taking appropriate action in the design of the Project.
- B. Review proposed site placement and provide conceptual design drawings. Perform any required subsurface investigations.
- C. Develop preliminary layout drawings, plans for review, and preliminary cost estimates.
- D. Provide complete design and construction contract documents with professional seals and signatures in accord with the procedures of this RFP, the **A/E Manual**, and the **Terms and Conditions of the A/E Contract**.
- E. Assure that the construction contract documents are in conformance with generally accepted architectural and engineering practices and comply fully with all applicable codes and regulations including, but not limited to, the Virginia Uniform Statewide Building Code and the accessibility standards referenced in the **A/E Manual**.
- F. Provide specifications which reflect current requirements, standards and product availability.
- G. Where applicable, develop and prepare construction documents for an Erosion and Sediment Control Plan and a Stormwater Management Plan. Obtain approvals from required agencies.
- H. Where applicable, coordinate entrance design with and obtain approval from the Virginia Department of Transportation office having jurisdiction.
- I. Coordinate the design of utility connections with local utility provider and obtain necessary approvals. IALR will pay filing fees and connections charges, as required.
- J. Prepare a revised estimate of the cost of construction based on the final drawings and specifications that does not exceed IALR's available funds for the project.
- K. Represent IALR by presenting all reasonably necessary oral and/or graphic presentations to state and local agencies and third parties having an interest in, or oversight for, the Project.
- L. Prepare bidding, construction, and contract documents, including instruction to bidders, bid form, agreement, general conditions, supplementary conditions, technical specifications, plans and other documents as needed to fully implement Project, all in compliance with the Virginia Public Procurement Act. Oversee the construction bidding process. Coordinate selection of general contractor through public procurement process; including attendance at pre-bid meeting and assisting in responding to inquiries regarding drawings and specifications. Provide all necessary services to assist IALR in the bidding and award of the construction contract.

- M. Furnish sets of construction drawings, large elevation drawings and contract documents in such quantity as may be required by IALR for submission to regulatory agencies and other reviewing authorities and for IALR's general use.
- N. Provide contract administration for construction required for the Project. Provide services for the construction phase, as required by the **A/E Manual**, for the administration of the construction contract.
- O. Coordinate with IALR's selected project management contractor, which is anticipated to be the Virginia Community College System, Facility Management Services, on all aspects and phases of the Project.
- P. Assist IALR and selected general contractor in obtaining any federal, state or local permits or approvals that are applicable to or necessary for the project.
- Q. Prepare an Environmental Impact Report and provide Geotechnical Engineering Services as required.
- R. Provide other services required to assist IALR in bidding the construction work, awarding the construction contract and administering the construction contract.
- S. Provide all necessary engineering, architectural, environmental, surveying, impact analysis (e.g. traffic, utilities, infrastructure), and other services related to the program of work and necessary to provide the required services and deliverables.
- T. Upon completion of the work, compile for and deliver to IALR a complete set of record documents, including warranties on equipment, permits, as-built drawings, and inspection reports.
- U. The selected offeror will be required to assist in the management of the entire building project from design to Certificate of Occupancy.

This is a general listing of the scope of services and deliverables and should not be construed as being the full and complete list of all services and deliverables that may be required under this RFP. A more comprehensive list of services and deliverables may be developed through discussion and negotiation between the Offeror and IALR.

**VI. POLICY ON SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN AND MINORITIES, AND SERVICE DISABLED VETERAN BUSINESSES**

Pursuant to Virginia Code § 2.2-4310, it is the policy of IALR to encourage and facilitate participation by small businesses, minority and women-owned businesses, and service disabled veteran businesses in all aspects of its contracting activities. IALR encourages small businesses, minority and women-owned businesses, and service disabled veteran businesses to respond to this RFP. IALR encourages potential offerors to use small businesses, minority and women-owned businesses, and service disabled veteran businesses as subcontractors and/or suppliers. If the offeror is a small business, minority and women-owned business, or service disabled veteran business it should identify itself as such on Form AE-1. If the offeror intends to subcontract work as part of its performance under this contract, it should include in its proposal a plan to subcontract to small, women-owned, minority-owned, and service disabled veteran-owned businesses. The offeror also should identify of Form AE-2, Form AE-6, or other submission any small businesses, minority and women-owned businesses, and service disabled veteran businesses it intends to use on the Project.

**VII. PROPOSAL INSTRUCTIONS AND REQUIREMENTS**

The offeror's proposal shall conform to the following instructions and contain the following required information:

- A. 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.

B. Proposals shall be signed by an authorized representative of the offeror. By submitting a proposal, the offeror certifies that all information provided in response to this RFP is true and accurate.

C. Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's proposal and capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

D. All requested information must be submitted. Proposals which are substantially incomplete or lack key information will be rejected. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

E. Ownership of all data, materials and documentation originated and prepared for IALR pursuant to this 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 as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

F. IALR will conduct an optional pre-bid conference and onsite inspection for all potential offerors on December 17, 2018 at 12:00 p.m. 00pm at 150 Slayton Avenue, Danville, VA, in Room 107.

G. The offeror's proposal shall include: three copies of the completed and signed RFP Cover Sheet (pages RFP-1 and RFP-2); three copies of the completed and signed Forms AE-1, AE-2, AE-3, AE-4, AE-5 and AE-6; three copies of the completed and signed Forms VCCS-S1 and VCCS-S2; and, if applicable, three copies of a small businesses subcontracting plan. Forms AE-1, AE-2, AE-3, AE-4, AE-5 and AE-6 are collectively attached hereto as Attachment B. Forms VCCS-S1 and VCCS-S2 are collectively attached hereto as Attachment C.

H. If not included in the Forms AE-1 through AE-6 or Forms VCCS-S1 and VCCS-S2, the offeror should submit the following information:

1. Description and history of the firm.
2. Experience firm has in providing services similar to those requested in this RFP.
3. Identification of the project team who will be providing services for IALR, including the project manager, 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 goods or 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.

I. If not included in the Forms AE-1 through AE-6 or Forms VCCS-S1 and VCCS-S2, the offeror should furnish the following evidence of the qualifications, expertise, and experience of the firm's design team in the development, design, and construction administration of similar projects:



1. The ability, capacity and skill of the offeror to timely perform the contract or provide the services and/or items required;
2. The quality of performance of the offeror and its design team on previous contracts or services, whether similar or not;
3. 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;
4. The character, integrity, reputation, judgment, experience and efficiency of the offeror and its design team;
5. The quality of the professional or business references supplied by the offeror;
6. The ability, capacity or willingness of the offeror to commence and complete the contract within time frames fixed by IALR;
7. The results of interviews, discussions, and/or negotiations with offerors;
8. Any other lawful factors reasonably related to the subject of the contract to be awarded;
9. The firm's status as a small, women-owned, minority-owned, or service disabled veteran-owned business or its plan to use small, women-owned, minority-owned, or service disabled veteran-owned businesses as consultants or subcontractors;
10. Overall quality and value of the proposal as determined by IALR;
11. The best value relative to IALR's needs; and/or
12. The best interests of IALR.

B. Evaluation Criteria. The IALR will evaluate proposals using the following criteria:

1. **Firm's Experience, Expertise and Past Performance:** Expertise and past experience of the firm in providing services on projects of similar size, scope, scale and features as those required on this Project. The firm's references. The firm's demonstrated capability to provide the services and complete the Project at the level required by IALR. The firm's recent (past 5 years) experience / history in designing projects within an established "Design-not-to-exceed" budget. The clarity and completeness of the firm's proposal. (25 points)
2. **Project Manager:** Qualifications and experience of the firm's project manager to be assigned to this Project. (15 points)
3. **Team Members:** Expertise, experience, and qualifications of the firm's primary designer in each relative discipline for providing the services described in this RFP. Expertise, experience and qualifications of any consultants or subcontractors proposed for providing the services described in this RFP. (25 points)
4. The reasonableness and competitiveness of nonbinding estimates of project costs made during the discussion stage. (5 points).
5. Current and projected work load, plan to complete the work and ability to complete the work in a timely manner. (10 points)
6. The firm's financial responsibility as evidenced by the firm's carrying Professional Liability Insurance and other considerations. (5 points)
7. Geographic location of the firm's office where work will be performed in relation to the project location(s). (5 points)
8. Size of the firm relative to the size of the project(s). (5 points)
9. Other factors enumerated above in subsection A. (5 points)

C. Award of Contract: After evaluation of the offers received in response to the RFP, IALR shall engage in individual discussions and interviews with two or more offerors deemed fully qualified, responsible

and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Offerors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Proposers may also propose alternate concepts or methodology. 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. The reasonableness/competitiveness of a proposed nonbinding fee in no way binds IALR to select the offeror who proposes the lowest fees or benefits for services. Offerors are advised that time is of the essence and that it is imperative that all work required for the project be completed as soon as possible. If selected for an interview, offerors must be prepared to provide a tentative schedule indicating the time frame within which all work can be completed. The reasonableness of this proposed schedule in no way binds IALR to select the offeror who proposes the shortest or more aggressive schedule. Proprietary information from competing offerors (including any data on estimated man-hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors, provided such information is duly marked as "Proprietary Information" by the Offeror and the designation is justified as required by Section 2.2-4342, Code of Virginia, as revised. At the conclusion of the informal interviews and on the basis of evaluation factors set forth in this Section VIII and the information provided and developed in the selection process to this point, IALR shall rank, in the order of preference, the interviewed offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted with the offeror ranked first. If a contract satisfactory and advantageous to IALR can be negotiated at a fee considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable fee. Should IALR determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

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.

## **IX. TERMS AND CONDITIONS**

A. ANTI-DISCRIMINATION: By submitting a proposal, the offeror represents and warrants to IALR that it 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, or any city, county, town or political subdivision therein, 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. LICENSES; PERMITS; TAXES: 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 \$5,000,000 combined single limit for any one occurrence; (ii) broad form contractual liability insurance, which shall include the indemnification obligations 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 \$5,000,000 per claim and \$10,000,000 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 the 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.

M. 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.

N. AVAILABILITY OF FUNDS: It is understood and agreed by the offeror that IALR shall be bound only to the extent of the funds available or which may hereafter become available for the purpose of the Contract.

O. 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.

P. 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.

Q. 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

R. 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.

S. 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.

T. 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.

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

V. 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.

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

1. 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.
2. 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.

X. 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 IALR from its obligation to pay for work performed prior to the effective date of cancellation.

Y. 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.

Z. 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.

AA. INDEMNIFICATION: Except the extent prohibited by law, including Virginia Code § 11.1-4.4, 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.

BB. FORCE MAJEURE: Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to an event outside the reasonable control and not the fault of the affected party (a "Force Majeure Event"). Examples of a Force Majeure Event include, but are not limited to, natural disasters, acts of God, terrorism, war, civil disorder, fire, flood, explosion, riot, labor disputes or strikes (labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract), any act or order of any governmental authority, lockouts or work stoppages of any kind, theft, windstorm, water, vandalism, failure of power or utilities, or other similar causes, beyond the control of the parties which delays or prevents the performance of the agreement. It is understood that both parties shall exercise due care and prudence to avoid a Force Majeure Event. A Force Majeure Event shall not constitute a breach of contract. If either party is prevented, wholly or in part, from performing its obligations under this contract as a result of a Force Majeure Event, then that party shall immediately give notice to the other party of the Force Majeure Event and take reasonable steps to mitigate the impact of Force Majeure Event on contract performance. Upon such notice, all obligations of the affected party under the contract which are reasonably related to the Force Majeure Event shall be suspended as long as the affected party takes reasonable steps to mitigate the impact of Force Majeure Event on contract performance until the Force Majeure Event no longer exists.

CC. WAIVER; REJECTION: IALR reserves the right to cancel this RFP, to reject any or all proposals, to reject the proposal of an offeror who is not in a position to perform the work or the contract, or to waive any informalities in any proposal, should rejection or cancellation be deemed in the best interest of IALR.

DD. TRADE SECRETS: This RFP and all responses are subject to Virginia Code §2.2-4342 regarding public inspection of records and the procedures an offeror must follow to protect trade secrets and proprietary information.

EE. 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.

FF. 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.

GG. 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.

HH. 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 it 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 its possession or control that relate to IALR, including all electronic or hard copies. The firm further agrees to bind its employees, agents, and subcontractors to the terms and conditions of this contract.

II. PROPRIETARY MATERIALS: All documents, plans, specifications, diagrams, schematics, and other deliverables produced by the contractor for IALR under the 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 it 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.

**X. ATTACHMENTS**

Attachment A: **A Proposal to Establish A Center for Manufacturing Advancement in Southern Virginia**

Attachment B: Forms AE-1, AE-2, AE-3, AE-4, AE-5 and AE-6

Attachment C: Forms VCCS-S1 and VCCS-S2

**XI. DOCUMENTS INCORPORATED BY REFERENCE**

The **Construction and Professional Services Manual** (ver. May 31, 2018), including the **A/E Manual**, is available at:

<https://dgs.virginia.gov/engineering-and-buildings/statewide-constructionproject-management/about-the-cpms/>

The **Terms and Conditions of the A/E Contract (CO-3a)** (ver. 05/15) is available at:

<https://dgs.virginia.gov/search/documents-and-forms/?filter=DEB>