ROCKBRIDGE COUNTY & ROCKBRIDGE AREA HABITAT FOR HUMANITY
REQUEST FOR PROPOSALS
Greenhouse Village Affordable Housing Project
Phase II – CDBG Grant #1709
RFP # 2017-10-001

Deadline for Submission:
Friday, November 3, 2017 at 2:00 PM
I. INTRODUCTION

In order to address the ever-increasing need for affordable housing in Rockbridge County, the County has partnered with Rockbridge Area Habitat for Humanity (“Habitat”) to develop an affordable housing community in the County. This unique opportunity will enable the County to participate in the development of a model community that offers a wide range of affordable housing opportunities to a significant number of low and moderate-income citizens of the County.

The overall development known as Greenhouse Village encompasses approximately 15 acres and is zoned R-2, Mixed Residential. It is located just outside of Lexington in the Kerrs Creek Magisterial River District. The property lies west of Greenhouse Road and 0.5 miles west of Rockbridge County High School. A total of 27 building sites will be developed by Habitat in the subdivision.

Currently, the houses in the adjacent area of proposed development are being served by the Rockbridge County Public Service Authority.

II. DESCRIPTION OF WORK

Rockbridge County has received a Community Development Block Grant in the amount of $476,693 from the Virginia Department of Housing and Community Development (DHCD) and is seeking the services of an engineering firm to provide site development and infrastructure plans to include residential sites, streets, utility infrastructure, and landscaping for the Greenhouse Village Development, Phase II, as described below. Final design and cost estimates will also be included in the plan.

a) Bidding and Contracting Services. Engineer shall also assist Rockbridge County by preparing the advertisement for bids and coordinating the bidding process to include:

   i) Distribute bid documents to persons/agencies that request them;
   ii) Conduct a pre-bid conference;
   iii) Answer questions and clarifying bid documents through the issuance of addenda to the bid documents;
   iv) Review all bids to verify compliance with the Instructions To Bidders;
   v) Prepare a Bid Tabulation Form;
   vi) Recommend award to the Bidder deemed to be the lowest responsible; and
   vii) Assist Grantee with placing the Contractor under contract including review and approval of all necessary insurance certificates and bonds.
b) **Construction Administration Services.** Engineer shall conduct construction administration services to include:

i) Conduct a Preconstruction Conference;
ii) Review and approve of all shop drawings;
iii) Review all Contractor Pay Request and recommend payment;
iv) Prepare all construction change orders including recommendation of approval; and
v) Resolve Contractor inquiries and questions during construction including interpretation of plans and specifications.

c) **Resident Inspection Services.**

i) Inspection services as required to include inspecting the site at least once each day during construction and at significant milestones.
ii) Advise and consult with Rockbridge County other interested parties;
iii) Endeavor to guard Rockbridge County against apparent defects and deficiencies in the permanent work by the contractor; however, the Resident Inspector does not guarantee the performance of the contractor. Nor is the Resident Inspector responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The Resident Inspector is also not responsible for the contractor’s failure to execute the work in accordance with the contract documents; and
iv) Review requests for monthly and final payments to the contractor and provide information for use in preparation of As-Built (or record) drawings.

d) **Other.**

i) Twelve stick built homes will be constructed on site. All twelve sites will require site plans for development. Four of the twelve houses to be constructed will be built in cooperation with the Building and Trades Department at Rockbridge County High School.
ii) In order to serve the proposed Greenhouse Village, water and sewer lines must be extended from an earlier phase of the development to the internal streets and house sites planned as part of this project.
iii) Surface water management plans will need to be planned for and identified
iv) Electric service to the community will need to be mapped out.
v) VDOT-standard streets within the development will need to be identified and mapped, as well as entrances and driveways for each lot created.
vi) A landscape plan shall be developed that meets the County’s requirement for streetscapes as well as addressing any buffer requirements between some of the proposed lots and the interstate (I-81).
While there may be some modifications to the Scope of Work and schedule, the engineering firm should consider the following tasks:

1. Participate in an initial tour of the Greenhouse Village subdivision with representative of the Selection Committee and other interested persons. This task should be accomplished at the inception of plan development.

2. Attend any work sessions, meetings or public hearings scheduled by the Oversight Committee during the planning and design process and present recommendations to the Oversight Committee upon completion of the Plan. The Consultant will be a member of the Project Management Team.

3. Prepare a comprehensive site map/plan that includes the identification of residential lots, water and wastewater lines, streets, entrances and driveways, water runoff, landscaping, open space and trails. A corresponding cost estimate for the total infrastructure also will be prepared.

4. Review the final proposal submitted to DHCD for the Community Improvement Grant for Construction.

III. TIME FRAME

In order for Rockbridge County to solicit construction bids for this project, the general time for site plan completion is thirty days from the notice to proceed.

IV. SUBMISSION OF PROPOSALS

Consultants shall submit five (5) copies as well as a digital submission of their proposal to:

Office of Community Development
150 S. Main Street
Lexington, VA 24450
Attn: Sam Crickenberger, Director of Community Development
scrickenberger@rockbridgecountyva.gov

At a minimum, the following information should be included:

1. Name, address, phone, fax, email, and web address of company and contact person.
2. Area(s) of expertise of company.
3. Professional licenses and certifications.
4. Names, roles, and qualifications of personnel who would be working on the project.
5. Conceptual framework and strategy for carrying out the proposed tasks, including but not limited to:
   a) Explanation of proposed planning process based on experience and knowledge.
   b) Quality assurance / quality control of project development and results.

6. Examples of experience with similar projects (type, size, and project with CDBG funds included).
7. Examples of clear, concise, and attractive written materials developed for the public.
8. Examples of experience working with multiple jurisdictions and stakeholders.
9. Provide assurance to meet the thirty-day project completion date.
10. Five references (from projects of similar type and size preferred), to include organization, contact name, address, and phone number.
11. A cost estimate or budget should NOT be submitted with the package.

V. DATE DUE

Proposals must be received by Friday, November 3, 2017, at 2:00 pm. Please submit proposals to Office of Community Development, 150 S. Main Street, Lexington, VA 24450, Attn: Sam Crickenberger, Director of Community Development.

VI. PROCESS FOR REVIEW OF PROPOSALS

Generally, the Selection Committee will consider the firm's overall suitability to provide the services for the study within the time, budget and operational constraints that may be present, and the comments and/or recommendations of the firm's previous clients, references and others. All respondents must demonstrate financial responsibility as evidenced by the firm carrying Professional Liability Insurance. The selected firm will be determined by November 17, 2017 and must be able to complete the work by January 17, 2018. The Proposals will be reviewed by a Selection Committee comprised of select members of the Greenhouse Village Project Management Team with recommendations for approval made to the Rockbridge County Board of Supervisors.

VII. CRITERIA FOR REVIEW

The Selection Committee will, at a minimum, use the following criteria in selecting a consultant or consulting team:
1. Experience of the firm in similar endeavors and/or previous experience with this project
2. Understanding of the project based upon the attached scope of work
3. Clarity or proposal
4. Imaginative, innovative approach
5. Flexibility of approach
6. Feasibility of approach to study
7. Demonstrated ability to write clearly and succinctly
8. Ability to work with several stakeholders, i.e. local government, private and non-profit sectors.
9. Credentials and roles of personnel assigned to the project

VIII. EQUAL OPPORTUNITY EMPLOYMENT STATEMENT

The County of Rockbridge is an Affirmative Action/Equal Opportunity Employer. Small, minority and women-owned firms are encouraged to submit proposals. MBE/WBE firms are encouraged to submit bids. Bidders must comply with the following: the President’s Executive Order # 11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin; the President’s Executive Orders # 12138 and 11625 regarding utilization of MBE/WBE firms; and the Civil Rights Act of 1964. Bidders must certify that they do not or will not maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed, or national origin. The County reserves the right to extend this contract and scope of services in the event a Community Improvement Grant is applied for following completion of the Planning Grant.

IX. GENERAL TERMS AND CONDITIONS

The selected firm will be compensated based on successful completion of threshold-based tasks as opposed to time incurred.

A. Proposals:

Forward five (5) copies of your response, as well as one (1) digital copy, to this RFP, with all supporting information you wish to be considered, no later than 2:00 PM EST on Friday, November 3, 2017, to:

Office of Community Development
150 South Main Street
Lexington, VA 24450
Attn: Sam Crickenberger
scrickenberger@rockbridgecountyva.gov
B. Issuing Office:

Office of Community Development
150 South Main Street
Lexington, VA 24450

C. Inquiries:

Questions concerning proposal procedures in this RFP or concerning the Scope of Work should be addressed in writing to Sam Crickenberger, Director of Community Development, 150 South Main Street, Lexington, VA 24450. Inquiries may also be made via e-mail at scrickenberger@rockbridgecountyva.gov. All inquiries must be received no later than 2:00 PM on Friday, October 27, 2017.

D. Issuing Date:

October 4, 2017

E. Closing Date/Time:

In order for all proposals to be fairly considered, sealed proposals should be sent to the Issuing Office, clearly marked “Greenhouse Village Project – Phase 2” with the RFP number 2017-10-001 no later than 2:00 p.m. EST on Friday, November 3, 2017. Without exception, proposals delivered after this date and time will not be accepted. Faxed or emailed Proposals will not be accepted.

F. Proposer Understanding of Requirements:

It is the responsibility of each organization submitting a proposal to inquire about and to clarify any requirement of the RFP which is not understood. Proposers must submit inquiries concerning submittal procedures or specifications concerning this RFP in writing, by mail, email, or via FAX. The County will issue written responses in the form of an Addendum to this RFP and post these responses on the County’s website, at http://www.co.rockbridge.va.us/bids.aspx in the same location as the RFP. It is the responsibility of each potential Proposer to check the County website for any updates or Addenda related to this RFP, and shall acknowledge receipt in their proposal. Any potential Proposer who provides their name and email address to the Director of Community Development may be provided a copy of any Addendum at the time of issuance via email. Only written responses to inquiries concerning procedures or specifications will be considered valid by the County. Non-written questions from
Proposers and verbal responses by the County should be limited to simple clarifications and will not be considered valid as part of the process.

G. Incurring Cost:

The County is not liable for any cost incurred by any Proposer interested in submitting a proposal to this RFP, or any selected Proposer.

H. Negotiation with Selected Proposer:

In the case that the selected Offeror’s proposed cost of services exceeds the available funds of the County, the County reserves the right to negotiate with the selected Proposer for a contract price within available funds. Should the County be unable to negotiate a price which is suitable, all proposals may be rejected.

I. Indemnification:

The successful Proposer shall indemnify and hold harmless Rockbridge County, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of the County with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem expense, traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the contract by the successful Proposer and for which the Proposer would otherwise be responsible unless resulting from the negligence of the County or its officers, boards, commissions, agents, or employees.

J. Insurance

1. The successful Proposer shall procure and maintain general liability and other insurance during the term of the contract as follows:

   Workers' Compensation Insurance  statutory limits
Commercial General Liability

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Commercial Automobile Liability Insurance

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<td>$1,000,000 per accident</td>
<td>$2,000,000 aggregate, if any</td>
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<tr>
<td>Professional Liability</td>
<td>$2,000,000 per claim</td>
<td>$2,000,000 aggregate, if any</td>
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2. The successful Proposer shall provide to the County a Certificate of Insurance from a carrier(s) holding A.M. Best Financial Strength Ratings of A or better, and be authorized to operate in all jurisdictions where the Services will be provided, or otherwise acceptable to the County, evidencing the coverage in the minimum limits set forth above, or equivalent coverage such as through Umbrella Liability coverage. In addition, the successful Proposer will provide a separate endorsement (1) naming the County as an additional insured for the Commercial General Liability and Automobile Liability Policies, which shall include owned, non-owned and hired car coverage; and (2) assurance that the insurer will provide the County thirty (30) days’ notice of policy cancellation (10 days for non-payment).

3. If the successful Proposer’s insurance is issued on a "claims made" basis, the successful Proposer must comply with the following additional conditions. The limits of liability as described previously in these provisions shall remain the same. The successful Proposer must either:

(a) Agree to provide certificates of insurance evidencing the above coverage for a period of three (3) years after final payment under the resulting contract for all policies. This certificate shall evidence a "retroactive date" no later than the beginning of the successful Proposer’s work under the contract, or
(b) Purchase the extended reporting period endorsement for the policy or policies in force during the term of the contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

4. The successful Proposer will be responsible for insuring its equipment or other property against damage or loss from any cause whatsoever.

K. Termination of Contract

Should the Proposer fail to perform the work according to accepted methods, or for convenience, the County has the right to terminate the contract immediately. In the event of termination pursuant to this paragraph, the Proposer shall be paid for all satisfactory services provided through the date of termination less any fines, remedial costs or other fees that may be withheld.

L. Rockbridge County’s Rights

Rockbridge County reserves the right to reject any and all proposals, or to contact any submitting Proposer or reference prior to award for explanations or clarification. The County reserves the right to waive any informalities and to award to the most acceptable responsive and responsible Proposer.

M. Non-Discrimination

Rockbridge County does not discriminate against race, color, religion, sex, national origin, age, disability, political affiliation, belief or faith-based organizations.

N. Employment Discrimination by Contractor Prohibited

The contract with the selected Proposer (Contractor) shall provide that during the performance of the contract, the contract or agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, or disability except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Administrative and personnel officials will take affirmative action to insure that this policy shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; rates of pay or other forms of
compensation; and selection training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor 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 the requirements of this section.

4. The Contractor will include the provisions of the foregoing subsections 1, 2, and 3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding up on each subcontractor or vendor.

O. Drug-free Workplace to be Maintained by Contractor

1. The contract with the selected Proposer (Contractor) shall provide that during the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post inconspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontractor purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
P. Ethics in Public Contracting

This RFP incorporates by reference any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Proposer certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or sub-proposer and that it has not conferred on any public employee having official responsibility for this purchase 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.

Q. Immigration Reform and Control Act of 1986

The Proposer certifies that it does not, and will not during the performance of any resulting contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

R. Proposal Binding

The contents, in their entirety, of the RFP and the Proposal submitted by the accepted firm, shall become attachments to and part of the agreement between the firm and the County, except as may be amended in writing in the agreement.

S. Applicable Law

This RFP and any subsequent contract and the work performed thereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Rockbridge County, Virginia or as otherwise required by law. The Proposer shall comply with applicable federal, state, and local laws and regulations.

T. Assignment

The Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under the resulting contract, without the prior written consent of the County.