

**PUBLIC NOTICE**  
**June 14, 2012**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**REQUEST FOR PROPOSALS RFP #2012-HISTEXHIBIT**  
**HISTORIC EXHIBIT-COURTHOUSE ENTRYWAY**

Nelson County is seeking qualified companies to submit proposals to develop an interpretive exhibit in the two-story entrance corridor of Nelson County's newly expanded judicial center in Lovingston, Virginia. The exhibit will present historical and current depictions of the structures and monuments that demonstrate the evolution of the buildings over the past two centuries and the planning that allowed for the preservation of the original courthouse, jails and law and clerk's offices.

The County desires to receive proposals from qualified applicants that understand the project objective and can demonstrate the ability and resources to offer said services. The applicant must follow the outline and requirements of the RFP. This is an open invitation issued in accordance with the Competitive Negotiation Procedures in Section 2.2-4311 of the Code of Virginia, whereby the County may select in its sole judgment, the proposal that best serves the interests of Nelson County. The County in its sole judgment may select any of the proposals or none of them as a result of the RFP process.

The RFP is available on the Nelson County website [www.nelsoncounty.com](http://www.nelsoncounty.com) or by request by calling (434) 263-7000 or emailing [cmcgarry@nelsoncounty.org](mailto:cmcgarry@nelsoncounty.org). Any questions and contact information must be directed in writing via email to: [cmcgarry@nelsoncounty.org](mailto:cmcgarry@nelsoncounty.org) and [scarter@nelsoncounty.org](mailto:scarter@nelsoncounty.org) or via fax to 434-263-7004 by Monday July 2, 2012.

Four (4) hard copies and One (1) electronic copy of the Offeror's proposal should be submitted to the County Administrator's Office, P.O. Box 336 or 84 Courthouse Square Lovingston Virginia, 22949 by 5:00 pm on Tuesday July 10, 2012 referencing RFP #2012-HISTEXHIBIT on the outer envelope.

Minority and/or female owned businesses or firms and local County businesses or firms are encouraged to submit proposals. Nelson County is an Equal Opportunity Employer and does not discriminate against Faith Based Organizations.

By Authority of the Nelson County Board of Supervisors



**NELSON COUNTY BOARD OF SUPERVISORS  
REQUEST FOR PROPOSALS  
RFP #2012-HISTEXHIBIT**

**Background:**

In December of 2010, the County entered into a Memorandum of Agreement (MOA) with the Federal Communications Commission, The Virginia State Historic Preservation Office, and the Nelson County Historical Society which provides for the mitigation of an adverse visual impact resulting from the installation of a public safety communications tower within the Lovingston Historic District and on Nelson County Courthouse grounds. The Memorandum of Agreement (MOA) provides that the mitigation shall be completed within two (2) years of the date of the FCC's approval of the Environmental Assessment related to the public safety communications tower. The approval of the Environmental Assessment occurred on March 16, 2011. The mitigation is described below and is the purpose of this Request for Proposals.

**Purpose:**

The primary objective of this project is to develop an interpretive exhibit in the two-story entrance corridor of Nelson County's newly expanded judicial center in Lovingston, Virginia. The exhibit will present historical and current depictions of the structures and monuments that demonstrate the evolution of the buildings over the past two centuries and the planning that allowed for the preservation of the original courthouse, jails and law and clerk's offices.

**Statement of Needs:**

Nelson County seeks the professional services of a qualified exhibit designer to design, fabricate, and install an interpretive exhibit for placement in the two story entrance corridor of its newly expanded judicial center in Lovingston, Virginia. The exhibit shall display historical and current depictions of the structures and monuments located on the court square that demonstrate the evolution of the buildings over the past two centuries and the planning that allowed for the preservation of the original courthouse, jails and law and clerk's offices. The exhibit designer shall be responsible for all components of the exhibit's design, fabrication and installation including research, copy writing and editing, graphic design, production of panels, cabinet work (if proposed and approved), media components (if proposed and approved) overall design, and final installation. Prior to beginning design development, it is expected that the successful offeror shall review all existing materials relevant to the exhibit theme that are in the possession of Nelson County, the Architect for the expanded Judicial Center (Wiley/Wilson)

and the Nelson County Historical Society. The Nelson County Historical Society shall provide research support in the form of historical information on the historic buildings on the court square and historical photographs. The County shall appoint a Working Group with representation from the Board of Supervisors, the Judicial Center, the Nelson County Historical Society and County Administration to assist in selecting the successful offeror and in reviewing and commenting on all aspects of the designer's work. Additionally, the County will submit the text and design of the exhibit to the Federal Communications Commission (FCC), the State Historic Preservation Office (SHPO), and the Nelson County Historical Society for review and comment prior to installation.

### **Proposal Preparation and Submission Requirements**

Before submission of a proposal, offerors are highly encouraged to visit the new judicial facility in Lovingston, to inspect the two-story entrance corridor and to develop design concepts to accompany their proposals. The new judicial facility is located at 90 Courthouse Square, Lovingston VA and is open to the public M-F, 8 am to 5 pm.

Questions concerning this RFP must be submitted in writing via email to: [scarter@nelsoncounty.org](mailto:scarter@nelsoncounty.org) and [cmcgarry@nelsoncounty.org](mailto:cmcgarry@nelsoncounty.org) or via fax to 434-263-7004 by Monday July 2, 2012.

Four (4) hard copies and One (1) electronic copy of the Offeror's proposal should be submitted to the County Administrator's Office, P.O. Box 336 or 84 Courthouse Square Lovingston Virginia, 22949 by 5:00 pm on Tuesday July 10, 2012 referencing RFP #2012-HISTEXHIBIT on the outer envelope.

Offerors who submit a proposal in response to this RFP may be invited to give an oral presentation of their proposal to the County and its Working Group in order to clarify or elaborate on their proposal. This is a fact finding and explanation session and does not include negotiation.

The format of the proposal must contain the following elements organized into separate sections: 1) Approach and Workplan, 2) Management Plan and Timetable, 3) Project Team Qualifications and Experience, 4) Firm Experience and Capabilities/ References and 5) Proposed Price.

1. The proposal must detail the offeror's approach and workplan to meet the requirements outlined in the Statement of Needs of this RFP. The format of the proposal must discuss the staffing level required to complete each task and the relative effort that each member of the project team will devote to the project. The workplan also must include a task-by-task schedule of the time required to complete the project, supported by the proposed hours the offeror agrees to commit to the project. The

proposal shall include proposed design concepts based on inspection of the two story entrance corridor of the judicial facility.

2. The offeror must also present a management plan and timetable explaining how the firm will manage and control all proposed activities and the resulting timetable to ensure that the work is properly performed and that milestones are met on a timely basis. The management plan and timetable should allow for the review of the proposed exhibit text and design by the FCC, the State Historic Preservation Office (SHPO), and the Nelson County Historical Society prior to installation. The County has a project completion deadline of March 16, 2013.
3. The proposal must also include the qualifications and experience of the staff who will be assigned to the project, beginning with the project manager.
4. The proposal must also provide an overview of the offeror's company, firm experience and references, including a list of three similar projects that the firm has successfully managed. The list of similar projects shall detail each exhibit, where it is located, when it was designed, fabricated, and installed, and its cost.
5. Offerors shall propose a lump sum price that includes the entire cost for design, fabrication and installation of the exhibit. Responsive proposals shall include a breakdown of the cost of each component of the project, the estimated hours for completion, the per unit costs of panels, cabinetry and media components as applicable, and who will be responsible for each component of the work.

### **Evaluation and Award Criteria**

The County will follow its Purchasing Policies and Procedures and/or the competitive negotiations procurement procedures as provided in § 2.2-4300 et seq; The Virginia Public Procurement Act of the Code of Virginia, 1950 as Amended as applicable.

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting a proposal on the basis of evaluation factors included in this RFP including price. Negotiations shall be conducted with the offerors so selected. Price will be considered but will not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which in its opinion, on the advice of its Working Group, has made the best proposal and shall award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others in

consideration, a contract may be awarded to and negotiated with that offeror. The County may also in its sole discretion select none of the offerors as a result of the RFP process.

Proposals will be evaluated by the County and its Working Group using the following criteria:

- A. Project Approach and Workplan (20)
- B. Project Management Plan and Timetable (20)
- C. Project Team Qualifications and Experience (20)
- D. Firm Experience and Capabilities/References (20)
- E. Project Cost (20)

### **General Conditions**

The successful Offeror who is awarded the contract will be subject to the following general contract conditions.

1. Performance of Work. Contractor shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Work is complete; and (iv) in accordance with current standard technology for completed similar project systems accepted within the industry as of the time the Work is complete.

2. Changes in Work. The County may at any time make changes in the drawings and/or specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this Agreement or in the time required for its performance an equitable adjustment will be made, and this Agreement will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such Contract Change Order by the County, and the price therefor stated in the order.

3. Inspection of Work. All materials and workmanship will be subject to inspection, examination, and testing by the County, or the County's representative, who will have the right either to reject defective material and workmanship or to require its correction.

4. Releases. Prior to final payment, the Contractor, if requested by the County, will submit evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid as required by the County.

5. Obligation to Discharge Liens. Acceptance by the County or its representative of the completed Work and payment therefor by the County will not relieve the Contractor of obligation to the County to discharge any and all liens for the benefit of subcontractors, laborers, materialmen or any other persons performing labor upon or furnishing material or machinery in connection with the Work which have attached to or may subsequently attach to the property, or interest, of the County.

6. Guarantee. The Contractor warrants and guarantees for the period provided in Paragraph E of the Agreement from the Date of Acceptance that the completed Work is free from all defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the Work resulting from such defects. The County will give notice of observed defects with reasonable promptness. In the event that the Contractor shall fail to make such repairs, adjustments, or other corrective action that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby incurred. In addition, Contractor shall provide the County with all warranty materials issued by a manufacturer for components of the Work and shall take all steps necessary to activate, document, and maintain in force such warranties. Nothing herein shall be construed to establish a period of limitation with respect to any other obligation under the Agreement.

7. Late Payment Fee. All invoices issued under this Agreement shall be submitted to the County net 45 days. A 1.5% service charge shall be assessed on all invoices not paid within 45 calendar days from date of invoice.

8. Expense Reimbursement. The Contract Price includes all fees and ordinary expenses including reasonable travel, lodging, meals, telephone expense, office overhead and clerical support. Contractor shall pay all such "out-of-pocket" expenses and shall not be entitled to reimbursement from the County except by mutual prior agreement.

9. Termination. The County upon written notice to the Contractor may terminate this Agreement. The Contractor will be paid for the negotiated and agreed upon cost of the Work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until the work or services are completed and accepted.

10. Default. If the Contractor should refuse or fail to complete the Work within the time specified in this Agreement, or any extension thereof, then the County may terminate the Contractor's right to proceed and may take over the Work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable for any excess cost occasioned by the County thereby and the County may take possession of and utilize in completing the Work such materials and equipment as may be on the site of the Work and necessary therefor. If, in the event of default, the County does not terminate the right of the Contractor to proceed, the Contractor will continue the Work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the County the sum provided in Paragraph F of the Agreement as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof; *provided however*, that the right of the Contractor to proceed will not be terminated because of delays in the completion of the Work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.

11. Relationship of Parties. The Contractor's relationship with the County shall at all time be that of an independent contractor. The Contract Documents shall not be construed to designate the

Contractor, or any of its officers, employees, as either employees or agents of the County. The Contractor shall accept full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor on the work to be performed under the contract or in any way connected therewith. The Contractor shall comply with all administrative regulations and rulings there under with respect to any of the matters. The Contractor shall reimburse the County for any of the contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

12. Disclosure. During the term of this Agreement, the Contractor shall not, without the prior written permission of the County, accept from other clients any assignment or tasks which substantially conflict with the objectives of this Agreement. The Contractor shall give written notice to the County with respect to any such assignments or tasks. The notice shall set forth in reasonable detail the services the Contractor would undertake to perform in connection with such assignments or tasks. The County agrees to grant or deny its consent to the Contractor's acceptance of the assignments or tasks described in the notice within ten days after the notice is given. The County shall be deemed to have granted its consent if no action is taken by the County within said ten-day period.

13. Employees. Contractor's employees and agents, if any, who perform services for the County under this Agreement, shall also be bound by the provisions of this Agreement.

14. Injuries. Contractor waives any rights to recover damages from the County for any injuries that Contractor, its employees, or both, may sustain while performing services under this Agreement and that are a result of the negligence of Contractor or its employees or agents. The Contractor shall take precautions for the safety of, and provide reasonable protection to prevent injury, loss, or damage to, its employees, and other persons who may be affected by the Work and to property at the site of the Work or adjacent thereto.

15. Indemnification. The Contractor shall indemnify and hold harmless the County, its officers, agents and all employees and volunteers, from any and all claims of bodily injury, personal injury or property damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from error, omissions, or negligent acts of the Contractor or its sub-contractors and their agents and employees. Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature attributable to bodily injury, sickness, disease, or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of the Work under this Agreement. The provisions of this section shall survive the termination or other conclusion of this Agreement.

16. Acceptance. Neither payment, final or otherwise, nor partial or entire use, occupancy or acceptance of the Work by the County shall operate as an acceptance of any products or services not in accordance with this Agreement, nor shall same relieve Contractor of any responsibility

for negligence, errors, or omissions in connection with the Work or operate to release the Contractor from any obligation under the Agreement.

17. Insurance. The Contractor shall, during the performance of the Agreement, keep in force at least the following minimum limits of insurance as listed on the Insurance Attachment and which shall be written on an occurrence basis. Workers compensation insurance shall comply with the requirements of the laws of the Commonwealth of Virginia. The Contractor shall furnish an original Certificate of Insurance, naming, with the exception of Worker's Compensation and Professional Liability, the County of Nelson, Virginia, as an additional insured. The Certificate of Insurance must provide that the County shall be given 45 days advance notice of cancellation, non-renewal or material change in coverage.

18. Records Retention and Availability. Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

19. Ownership. Contractor shall retain all right, title and interest in all copyrights, patents, service marks, trade secret, and other intellectual property rights in and to all technical or internal designs, methods, ideas, concepts, techniques and templates previously developed by Contractor or developed during the course of the provision of services hereunder. All products created for the County as a result of this Agreement will be the sole property of the County to be used, reused, altered, and distributed in the County's discretion, provided however, that any reuse by or on behalf of the County without written verification or adoption by Contractor for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to Contractor. Any such verification or adaptation by Contractor will entitle Contractor to further compensation at rates to be agreed upon.

20. Nondiscrimination. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4311):

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification, reasonably necessary to the normal operation of the Contractor. Contractor agrees

to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall state that such Contractor is an equal opportunity employer.
- c. 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.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

21. Drug-Free Workplace to be Maintained by the Contractor. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4312):

- a. Contractor shall provide a drug-free workplace for all of its employees. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of this prohibition.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor shall

state that such Contractor maintains a drug-free workplace.

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

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

22. Faith Based Organizations. The County does not discriminate against faith-based organizations.

23. Immigration Law. Contractor covenants that it does not, and shall not during the performance of this Agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

24. Payment. The Contractor agrees to comply with the requirements of Section 2.2-4354 of the Virginia Code regarding payment to other entities and that Contractor will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to Contractor by the County. The Contractor shall indemnify and hold the County harmless for any lawful claims resulting from failure of the Contractor to make prompt payments to all persons supplying him equipment, labor, tools, or material in prosecution and completion of the Work provided for in the Agreement. In the event of such claims, the County may, after providing written notice to the Contractor, withhold from any progress and/or final payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Agreement.

25. Contractual Claims. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the County Administrator or his designee within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the County Administrator. The Contractor may not institute legal action prior to receipt of the County's decision on the claim unless the County Administrator fails to render such decision within 120 days from submittal of its claim. The decision of the County Administrator shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364, of the Virginia Code. Failure of the County to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall

it result in any other relief or penalty. The sole result of the County's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365, of the Virginia Code, has been established for contractual claims under this Agreement.

26. Assignment. Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

27. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. In the event of any conflict between provisions contained herein and those appearing in an exhibit, the provisions of the document deemed by the County to be most favorable to the County shall prevail.

28. Amendment. This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

29. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court should find that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

30. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

31. Applicable Law. The laws of the Commonwealth of Virginia shall apply in the construction and enforcement of this Agreement. The sole venue for any proceeding between the parties regarding this Agreement shall lie in the Circuit Court of Nelson County, Virginia.

32. Construction Supervision. [ ] (Check if applicable.) Contractor shall perform the Work in accordance with the Contract Documents and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.