

RFP HAS OFFICIALLY CLOSED
INFORMATIONAL ONLY DOCUMENT



REQUEST FOR PROPOSALS
#23-009
LANCASTER COUNTY CORRECTIONAL FACILITY
DESIGN TEAM SERVICES
COUNTY of LANCASTER, PA

March 9, 2023

RFP IS OFFICIALLY CLOSED - NO OTHER PROPOSALS WILL BE ACCEPTED AT THIS TIME

Due Date / Time: Wednesday, April 12, 2023, no later than 11:00 AM, EST
Opening Date/Time: Wednesday, April 12, 2023, at 11:00 AM, EST

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REQUEST FOR PROPOSAL
#23-009
DESIGN TEAM SERVICES
COUNTY of LANCASTER, PA

1.0 Introduction

The purpose of this Request for Proposal and accompanying specifications is to provide instructions and assistance in submitting an offer to provide Design Team Services for the proposed Lancaster County Correctional Facility (“LCCF”) in Lancaster, Pennsylvania.

2.0 Background

Lancaster County (the “County” and / or “Owner”) is located in South Central Pennsylvania, west of the City of Philadelphia and southeast of the City of Harrisburg, the state capital. The County is a Class 2A County with a population of over 550,000 residents in 60 municipalities occupying a land area of approximately 982 square miles. The County has one large metropolitan center, the City of Lancaster, and numerous suburban areas experiencing rapid growth. Its landscape is physically diverse ranging from rural agricultural, residential / suburban, to urban settings. The County’s primary industry is agriculture with secondary industries in government, light manufacturing, and tourism.

Beginning in 2020, Lancaster County began planning for the construction of a new Correctional Facility to replace the existing Lancaster County Prison. In February 2022, the County acquired an 83-acre site for the new facility. The new facility will be designed to meet the County’s projected future needs as indicated in the published Needs Assessment document dated January 2023. The new facility will be designed with the security and well-being of incarcerated individuals in mind, while providing robust rehabilitation and treatment programming. The project scope is further described in subsequent sections of this Request for Proposals and is subject to further refinement throughout the design process.

In the summer of 2022, the County engaged an Owner’s Representative firm to assist in the planning and overall management of the project. The County intends to advance the project in 2023 by soliciting proposals for professional services for Design Services, Construction Management Services, and Commissioning Services, and other professional services.

The overall objective is to achieve 100% construction documents with the intention of awarding construction contracts and beginning construction (“groundbreaking”) in the third quarter of 2024 with building occupancy to follow by the fourth quarter of 2026. This timeline may be modified.

3.0 Scope of Work

3.1 Proposing Design Teams must include in their proposal any products and / or services that are not specifically addressed in this RFP but are necessary to provide the functional capabilities required by this RFP.

3.2 Appointed Advisory Committee

The Lancaster County Board of Commissioners has appointed an Advisory Committee that will work with the Prison End Users and the Design Team to advance the design of the new Lancaster County Correctional Facility.

3.3 Owner's Representative and Construction Manager

3.3.1 Owner's Representative

CGL ("Owner's Representative") will serve as Lancaster County's prime representative during the design phase of the Lancaster County Correctional Facility project. CGL's responsibility, generally, is to coordinate the efforts of the various parties involved in the design effort, to ensure that each party satisfactorily fulfills its obligations to the County, and to ensure that the Lancaster County Correctional Facility is designed in accordance with the approved Architectural Program and any related documents (i.e., design criteria narratives). CGL's duties are more fully described in the Agreement for DESIGN TEAM Services which is attached for reference.

3.3.2 Construction Manager

The County also intends to solicit proposals for a Construction Manager for management and delivery of the Lancaster County Correctional Facility project through completion. The Owner's Representative will assist the County in preparation of RFP solicitation for the Construction Manager, in conjunction with the Design Team. The duties of the Construction Manager shall be set forth in the RFP solicitation for the Construction Manager.

3.4 Design Firm / Team

3.4.1 General Services and Deliverables (All Phases)

3.4.1.1 The Design Team will be responsible for providing complete design services and services through construction, project closeout, and occupancy. The scope of work listed herein is not intended to be a comprehensive list of all services to be performed and deliverables to be provided by the Design Team. Proposing Design Teams should rely on their experience and professional judgement to propose complete design services (with corresponding pricing) to Lancaster County.

3.4.1.2 Meetings: The Design Team will be responsible for scheduling and conducting meetings with Lancaster County to advance and review the design through all phases. It is Lancaster County's intent that design meetings be conducted primarily in person with remote meetings (i.e., Teams, Zoom, etc.) to be used only when in person meetings are not feasible. Acknowledging that certain specialty designers (i.e., Electronic Security) may not be able to travel to Lancaster to attend each meeting in person, the Design Team may request that certain specific designers attend certain meetings remotely. Lancaster County will have the authority to approve all such requests. Approval of such requests will not be unreasonably withheld.

3.4.1.3 Meeting Minutes: The Design Team will be responsible for taking, gaining approval of, and distributing Meeting Minutes for all design and design related meetings.

3.4.1.4 Coordination with Commissioning and Testing Agents: Through all phases, the Design Team will be required to coordinate with the various Commissioning Agents, Testing Agents, and other consultants engaged by Lancaster County.

3.4.1.5 Confidentiality: Design of the LCCF will involve information about secure correctional facilities and other confidential information. The Design Team will be responsible for obtaining Non-Disclosure Agreements from all personnel who will be involved in the design of the new LCCF. The Design Team must maintain an accurate listing of personnel who have completed and obtained Non-Disclosure agreements for this project. The Design Team must provide a monthly report to Lancaster County of all personnel who have completed and obtained Non-Disclosure agreements for this project.

- 3.4.1.6 Assist the County and the County's Representative in preparing RFPs for other related consultants (i.e., Construction Manager, Commissioning Firm, Testing Firm, etc.)
- 3.4.2 Schematic Design Phase Services and Deliverables
 - 3.4.2.1 Provide all Schematic Design Deliverables typically required by the American Institute of Architects (AIA) for projects of this type.
 - 3.4.2.2 Provide all Schematic Design Deliverables typically required by Reviewing Authorities and Authorities having jurisdiction for Public Works Projects in Lancaster Township.
 - 3.4.2.3 At a minimum, provide all Schematic Phase Deliverables as listed in Attachment A Design Submittal Listing (*see Public Purchase website www.publicpurchase.com*).
 - 3.4.2.4 Provide a Statement of Probable Construction Costs performed by an independent cost estimator.
 - 3.4.2.5 Provide all other Schematic Design deliverables needed for Lancaster County to review and advance the design of the new LCCF.
 - 3.4.2.6 The Schematic Design Phase Deliverables must be delivered to the County not later than four (4) months after execution of a Design Services Agreement between the County and the Design Team.
- 3.4.3 Design Development Phase Services and Deliverables
 - 3.4.3.1 Provide all Design Development Deliverables typically required by the American Institute of Architects (AIA) for projects of this type.
 - 3.4.3.2 Provide all Design Development Deliverables typically required by Reviewing Authorities and Authorities having jurisdiction for Public Works Projects in Lancaster Township.
 - 3.4.3.3 At a minimum, provide all Design Development Phase Deliverables as listed in Attachment A Design Submittal Listing, inclusive of items such as but not limited to door types and lock types, (*see Public Purchase website www.publicpurchase.com*).
 - 3.4.3.4 Provide a Statement of Probable Construction Costs performed by an independent cost estimator.
 - 3.4.3.5 Provide all other Design Development Phase deliverables needed for Lancaster County to review and advance the design of the new LCCF.
 - 3.4.3.6 The Design Team may proceed with Design Development Phase Services and Deliverables only after written authorization of the County. Design Development Deliverables must be delivered to the County not later than two (2) months after written authorization to proceed.
- 3.4.4 Construction Document Phase Services and Deliverables
 - 3.4.4.1 Provide all Construction Document Deliverables typically required by the American Institute of Architects (AIA) for projects of this type.
 - 3.4.4.2 Provide all Construction Document Deliverables required by Reviewing Authorities and Authorities having jurisdiction for Public Works Projects in Lancaster Township. Completion of the Construction Documents must result in documents that are complete, able to be accurately bid per Pennsylvania's Separations Act, and fully permitted for construction by those authorities having jurisdiction over the construction of the new LCCF.
 - 3.4.4.3 At a minimum, provide all Construction Document Phase Deliverables as listed in Attachment A Design Submittal Listing (*see Public Purchase website www.publicpurchase.com*).
 - 3.4.4.4 Provide a Statement of Probable Construction Costs performed by an independent cost estimator.

- 3.4.4.5 Provide all other Construction Document Phase deliverables needed for Lancaster County to review and advance the design of the new LCCF.
- 3.4.4.6 Provide any other design services and/or deliverables as may be expressly requested by the County.
- 3.4.4.7 It is the County's intention to bid this project with separate bids for General Contracting, Plumbing, Electrical, and Mechanical work per Pennsylvania law. The county does not intend to bid additional or early packages (i.e., an early sitework package.) The Construction Documents, prepared for bidding, should reflect the County's intended bid procedures.
- 3.4.4.8 The Design Team may proceed with Construction Document Phase Services and Deliverables only after written authorization of the County. Construction Document Deliverables must be delivered to the County not later than five (5) months after written authorization to proceed.
- 3.4.5 Construction Phase Procurement ("Bidding") Services and Deliverables
 - 3.4.5.1 Working under the supervision of Lancaster County and the County's Representative, the Design Team will lead bidding / procurement efforts for the new LCCF.
 - 3.4.5.2 Complete required public advertisement(s) of the project. Publication costs associated with advertisement(s) will be paid by the Design Team and will be reimbursed by the County to the Design Team. Documentation of public advertisement and associated invoice must be provided for reimbursement.
 - 3.4.5.3 Working with Lancaster County and the County's Representative, conduct pre-qualification of bidders.
 - 3.4.5.4 The Design Team is responsible for issuing bid documents to qualified bidders and for all document control through the procurement process.
 - 3.4.5.5 Conduct the **mandatory** Construction Phase Procurement Pre-Proposal Conference with qualified bidders.
 - 3.4.5.6 Receive Pre-Proposal Questions and respond to Pre-Proposal Questions via addenda to the bid documents.
 - 3.4.5.7 The Design Team will be responsible for implementing and enforcing a system to ensure that confidential or sensitive information is kept confidential and that potential bidders complete and obtain Non-Disclosure Agreements before being given access to this information.
 - 3.4.5.8 Under the supervision of Lancaster County and the County's Representative, receive bids for the construction of the LCCF and determine and certify the successful bidders.
 - 3.4.5.9 Prepare the Construction Contract(s) for execution by the various parties.
- 3.4.6 Construction Phase Services and Deliverables
 - 3.4.6.1 General: The Design Team will be responsible for providing all construction phase services defined by the American Institute of Architects (AIA) for projects of this type
 - 3.4.6.2 Pre-Construction Conference: The Design Team will be responsible for scheduling and conducting Pre-Construction Conference.
 - 3.4.6.3 Permitting: The Design Team will be responsible for confirming that the successful bidders obtain all needed permits prior to the start of construction.
 - 3.4.6.4 OAC Meetings: The Design Team will be responsible for scheduling, conducting, and issuing meeting minutes for Owner / Architect / Construction Manager / Contractor Meetings.

- 3.4.6.5 Submittals: The Design Team will be responsible for reviewing submittals for compliance with the Contract Documents and to maintain submittal log for tracking purposes.
- 3.4.6.6 RFIs: The Design Team will be responsible for reviewing and answering Requests for Information (RFIs) and to maintain RFI submittal log for tracking purposes.
- 3.4.6.7 Payment Applications: The Design Team will be responsible for reviewing Contractor Payment Applications and recommending payment to the County and the County's Representative.
- 3.4.6.8 Change Orders: The Design Team, in conjunction with the Construction Manager, will be responsible for preparing Change Order Documents, as needed, for reviewing and making recommendations to the County for the approval of proposed pricing and requests for time extensions, and for executing changes to the contract.
- 3.4.6.9 Inspections / Review of Work: The Design Team will be responsible for periodic reviews and inspections of the work and for issuing inspection reports to the Owner, Construction Manager, Contractor(s), and Owner's Representative. Frequency of periodic reviews and inspections to be defined based on phase of construction and agreed upon by all parties.
- 3.4.7 Post Construction / Occupancy / Closeout Services and Deliverables
 - 3.4.7.1 General: The Design Team will be responsible for providing all closeout services defined by the American Institute of Architects (AIA) for projects of this type
 - 3.4.7.2 Punch Lists: The Design Team will be responsible for confirming all deficiencies are corrected (i.e., for confirming that all punch list items are completed).
 - 3.4.7.3 Record Documents: The Design Team will be responsible for confirming that Record Document (i.e., 'As Built Documents') are completed by the Contractor and are complete and accurate.
 - 3.4.7.4 Commissioning: The Design Team will be responsible for confirming that Commissioning activities are completed in accordance with the Construction Contract Documents and in accordance with the agreement with the Commissioning Agent(s).

3.5 Description of Proposing Design Team

Provide the following information:

- 3.5.1 Organization chart of the proposing Design Team.
- 3.5.2 A brief history of the key firms comprising the Design Team, including the year that each firm was founded.
- 3.5.3 The ownership structure of the key firms, giving specific details with regards to any parent companies, affiliated companies, or any joint ventures.
- 3.5.4 Any significant developments in the key firms within the last three (3) years such as changes in ownership, personnel reorganization and staff departures.
- 3.5.5 Any changes in the basic ownership structure of the key firms or any other significant anticipated organizational changes for the key firms.
- 3.5.6 For the lead design firm, a current list of three (3) comparable municipal clients, including name, contact, telephone number, email address, number of years the client has retained the Proposer, along with the product(s) or services the client uses. The County may contact any of these clients as references. If you require advance notice of the County's intention to make inquiries, please so indicate.
- 3.5.7 A list of any clients that have terminated services (for reasons other than successful completion of contracted services) with key firms in the past five (5) years and the reasons that services were terminated.

- 3.5.8 A list of outstanding litigation to include any legal actions against any of the key firms in regard to performance or any other matters.
- 3.5.9 The location of the office that would handle the County's work.
- 3.5.10 Provide a site presence plan for the Design and Construction phases of this project.
- 3.5.11 The Design Team's contingency procedures in the event that any key personnel assigned to the project leave or are otherwise not available.
- 3.5.12 Any other work that the Design Team performs for others that may conflict with the independence of the Design Team and how those influences are controlled or eliminated.
- 3.5.13 The proposing Design Team must demonstrate recent knowledge and experience designing correctional facilities of similar size and scope as the Project.
- 3.5.14 The proposing Design Team must demonstrate recent experience successfully designing public or governmental facilities in South Central Pennsylvania.
- 3.5.15 Describe the most important qualification the Proposing Design Team can bring to the County's Project.

3.6 Financial Proposal

- 3.6.1 Responding Design Teams must submit a separate hard copy and separate electronic file of the financial proposal for the services through the construction phase of the project as defined in section 3.4 above.
- 3.6.2 Financial Proposal Responses should include hourly rates for services above and beyond those services required by this RFP.
- 3.6.3 The County intends to work with the selected Design Team to determine a final scope and capacity of the designed facility, as well as to determine the construction approach, phased construction verses totality. Taking this information into consideration, Financial Proposal Response should provide basis of proposed Design Fee Percentage, inclusive of assumed bed count, assumed budget projections, and assumed construction approach.
- 3.6.4 After consideration of the factors set forth in this RFP, the County may award a Design Services Agreement to the successful Design Team.
- 3.6.5 Responding Design Firms are advised to reply to this RFP fully and with forth-rightness at the time of proposal submission.
- 3.6.6 Nonacceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

3.7 Compensation and Expenses

- 3.7.1 Compensation is to be provided on a fee basis. Each Responding Design Firm must indicate, in its Financial Proposal, the Design Team's Fee % that will be applied to the total project construction budget which will be established after completion of Schematic Design Services. The Design Team's Fee % shall serve as compensation for those services listed in section 3.4 above and shall not cover reimbursable expenses which shall be negotiated and reimbursed separately.
- 3.7.2 Proposing Design Teams shall warrant that no part of the total remuneration fee shall be paid directly or indirectly to an employee or official of the County as wages, compensations, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Design Team in connection with any service contemplated or performed relative to this proposal.

- 3.8 The Responding Design Team is responsible and liable for all costs incurred by it in replying to this Request for Proposals.

3.9 The proposed Design Team fee document provided in the attached Proposal Pricing Form shall be used for all responses. The term shall be for a four (4) year base period commencing on July 3, 2023.

3.10 Responding Design Qualifications and Requirements

3.10.1 At the option of the County, responding Design Teams may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment and manpower to ensure services within the parameters of this contract.

3.10.2 Responding Design Teams must maintain standard minimum insurance requirements as required by the County including but not limited to Designer's Errors and Omissions insurance with limits of not less than \$5,000,000 per occurrence.

3.10.3 The Design Team shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Design Team agrees to devote special attention to its responsibilities under the foregoing without reliance or direction from the County.

3.10.4 The Design Team or any construction firm that the Design Team has a financial interest in shall not be permitted to bid on or perform any of the actual construction on the project.

4.0 Projected Timetable

The projected and timetable for this RFP is as follows; the County reserves the right to modify any of these dates as needed:

Issue Request for Proposal	March 9, 2023
Deadline for Receipt of Pre-Proposal Conference Written Questions	March 16, 2023 at 11:00 AM
Mandatory Pre-Proposal Conference	March 22, 2023 at 1:00 PM
Deadline for Receipt of Written Questions	March 27, 2023 at 11:00 AM
Issue Final Addendum to RFP (if necessary)	March 31, 2023
Deadline to Receive Proposals & Opening	April 12, 2023

It is the County's intent to proceed with award of a Design Team Services Agreement as soon as practical after the receipt of proposals. The County's preferred timeline, subject to modification by the County, is to have design complete and the project ready for bidding within twelve (12) months of execution of a Design Team Services Agreement.

5.0 Contracted Firm / Team's Responsibilities

5.1 The contracted firm / design team shall perform any services as specified in the RFP, design team services agreement, any addenda thereto, and agreed upon information provided in the Proposal.

5.2 The contracted firm / design team shall provide and assign only individuals who have the appropriate skills and experience. All Contractor's employees and sub-contractors must be screened and provide the security clearances approved by the Sheriff's Office and Prison. The security clearances required will include, but is not limited to, ChildLine clearance provided by the employee (required every two (2) years), a clean criminal background (fingerprints will be taken at prison during orientation), a four-hour orientation class. Completed copies of all background check results shall be submitted to the Prison and General Services Office. All Contractor's employees shall provide full name, date of birth, and social security number to the Prison for an internal background check on the attached form that is separate from the checks required for the General Services Office. Each employee will wear an authorized County

of Lancaster identification card. Contracted firm / design team will be required to complete an Application for Access and sign a PREA Disclosure Statement as part of agreement award.

- 5.3 The contracted firm / design team shall perform all services in strict compliance with all Federal, State, and Local laws, regulations, ordinances, and directives as they may pertain to said services.
- 5.4 At any time, the Owner may require the contracted firm / design team to immediately remove any of its employees from the Owner's premises.

6.0 County Responsibilities

- 6.1 Provide a designee to be the point of contact for all questions and / or request by the firm / design team.
- 6.2 Provide reasonable access to and use by Design Team employees of office space within County administration space. Use of office space would include access to a computer, copier, fax, and normal office consumables such as paper, pens, staples, etc. Additionally, the firm / design team will have access to one (1) parking space at the Lancaster County Government Center.
- 6.3 Provide available background and supporting information to the Design Team to allow design efforts to advance immediately upon execution of a Design Agreement. This includes but is not limited to:
 - Site Boundary Survey(s)
 - Site Topographic Surveys
 - Site Geotechnical Exploration Information
 - Site Utility Information
 - Architectural Space Program Information

7.0 County Rights and Authority

- 7.1 The County shall retain the right to inspect and review the Design Team's performance under this contract and to initiate action, within the terms of the contract, that it deems necessary to assure firm / design compliance.
- 7.2 The County will review and approve, prior to any implementation, all recommended changes proposed by the Design Team.
- 7.3 The County has final authority to approve or reject the final design documents prior to bidding.

8.0 Proposal Procedures

- 8.1 A **mandatory** pre-proposal conference will be held on **Wednesday, March 22, 2023, at 1:00 PM at the Lancaster County Government Center, Rooms 102/104, 150 North Queen Street, Lancaster, PA 17603.** Each proposing design team must have at least one (1) representative present at the meeting; design teams that **DO NOT** attend the pre-proposal conference will forfeit the right to submit a proposal to provide design services for the LCCF. Questions for the pre-proposal meeting **must** be submitted in writing via the Public Purchase website at <http://www.publicpurchase.com/> no later than **11:00 A.M. on Thursday, March 16, 2023.**

8.2 Questions

- 8.2.1 Any proposer desiring an explanation, interpretation, or clarification must submit a written request via the Public Purchase website at <http://www.publicpurchase.com>. The County WILL NOT BE RESPONSIBLE for oral clarification.
- 8.2.2 Questions received after Monday, March 27, 2023, at 11:00 AM will not be answered prior to the proposal submission deadline.
- 8.2.3 All answers to questions will be posted on Public Purchase no later than Friday, March 31, 2023.

8.3 Proposal Submission

- 8.3.1 All proposals, ONE (1) complete proposal packet, inclusive of financial proposal, with original signatures and required documents marked as "ORIGINAL", TEN (10) proposal packets, excluding financial proposal, marked as "COPY", TEN (10) financial proposals in a sealed envelope, marked as "COPY", and ONE (1) complete electronic copy of submission response packet, inclusive of the original RFP and a separate electronic financial proposal file, on a USB Flash Drive, should be delivered or mailed to the Purchasing Office, Lancaster County Government Center, 150 North Queen Street, Suite 712 Lancaster, PA 17603 to arrive no later than 11:00 A.M., Wednesday, April 12, 2023 at which time they will be opened. Proposals received by the Purchasing Office at the location listed above after this time and date will not be considered.
- 8.3.2 Proposals must be clearly identified on the outside of the sealed package with the words "PROPOSALS FOR DESIGN TEAM SERVICES (23-009)".
- 8.3.3 In the event that the Lancaster County Government Center, 150 North Queen Street, Lancaster, PA 17603 is closed on the day a proposal is due, the due date and time will be extended by one (1) business day at the same time as originally stated in the RFP documents. If the County facility at 150 North Queen Street is closed for multiple days, the deadline would be extended to the first day the facility reopens at the same time as originally stated in the RFP documents.

If the Lancaster County Government Center has a delayed opening, the deadline for submission of proposal will be extended by the same number of hours of the delayed opening.
- 8.3.4 There will be no formal public opening of proposals. Therefore, proposals shall not be available for review. Information contained in the proposals will not be disclosed during the review process.
- 8.3.5 Proposals shall be submitted at no cost to the County and any proposal received shall remain the property of the County.
- 8.3.6 Proposers are encouraged to reply "comply", "comply with exceptions", "cannot comply" or "our alternative is..." to every requirement in this RFP.
- 8.3.7 The County reserves the sole right to waive technicalities contained in proposals.
- 8.3.8 The County reserves the right to reject any and all proposals.
- 8.3.9 Any Responding Design Team who has demonstrated poor performance during either a current or previous agreement may be considered as an unqualified source and their proposal may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.
- 8.3.10 Proposals submitted in response to this RFP must remain valid for a period of three hundred sixty-five (365) days from the proposal submission date.

8.4 Disclosure of Proposal Contents

All proposals and other material submitted becomes the property of the County and may be returned only at the County's option. Information contained in the proposals/bids will not be disclosed during the evaluation process. Under Pennsylvania's "Right to Know" laws public records are required to be open to reasonable inspection and reproduction. All proposal/bid information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of

Intent to Award is issued. Thereafter all proposals/bids will become public information; subject to inspection and reproduction in accordance with the PA Right to Know Law (Act 3 of 2008), unless otherwise exempt under the Act.

Notwithstanding any terms or conditions contained herein, Design Team agrees to comply with all Local, State and Federal laws and regulation. Design Team specifically agrees to produce all documents that may be subject to public disclosure pursuant to the Pennsylvania Open Records Law.

9.0 Selection Criteria – Criteria for Evaluation

9.1 **Mandatory requirements include:**

9.1.1 Compliance with RFP instructions and requirements.

9.2 The successful Design Team will be selected based on their written proposal and any requested presentations. The County will assemble a Selection Committee for the purpose of evaluating proposals and presentations. The Selection Committee will review all proposals and make their recommendations for selection. The primary criteria used in making a recommendation for selection will be as follows:

9.2.1 Design Team qualifications and the capacity to successfully carry out the project.

- Responding Design Teams will be evaluated on their demonstrated capacity to deliver prompt and complete service on time. This includes documentation of available design resources to complete the design per the County's stated timeline. This also includes assurances of continued service and ability to comply with Local, State, and Federal statutory and regulatory requirements.

9.2.2 Qualifications of the Design Team and key personnel

- Responding Design Teams will be evaluated on the professional credentials and expertise of the Design Team and key personnel assigned to this project. Responding Design Teams should possess, at a minimum, those professional licenses and registrations necessary to produce and certify construction plans and specifications as complete, compliant with applicable building codes, and ready for bidding and construction.
- As noted in sections 12.7 and 12.8, responding Design Teams will be evaluated on their experience and expertise delivering corrections projects and their experience and expertise delivering public / governmental projects in Pennsylvania.
- The absence of such information may cause the proposal to be deemed non-responsive.

9.2.3 Technical Specifications: Effectiveness, adequacy, feasibility and quality of the Services proposed considering:

- Compliance with Technical Specifications; efficiency and effectiveness of services(s) offered; technological approach to the project; and enhancement potential;
- Capacity and Capability to support and enhance County department operations;
- Additional Services available;
- Imaginative approaches to cost savings;
- Extent to which Services proposed and related procedures impact County staff performance and improve County operations;
- Clarity of proposal;
- Experience handling public sector accounts;
- Other pertinent considerations in the Technical Specifications;

9.2.4 Vendor qualifications and the ability to carry out the project and deliver the products and perform the services considering:

- Proven capacity to deliver prompt and complete service on time;
- Assurances of continued service;

- Ability to comply with Federal, State and local statutory and regulatory requirements;
 - Project management plan
- 9.2.3 Results of Reference Calls
- Responding Design Teams will be evaluated on the results of Reference calls.
- 9.2.4 Evaluations will be based primarily on responding Design Teams' written responses and interviews with the price proposal as a secondary factor.
- 9.3 Procedure
- 9.3.1 The Lancaster County Evaluation Committee will review written proposals submitted by responding Design Teams. (The Lancaster County Evaluation Committee will not review financial proposals at this time.)
- 9.3.2 The Lancaster County Evaluation Committee will identify and recommend to the Lancaster County Board of Commissioners the three (3) responding Design Teams which appear to be the most qualified based on their written proposals (excluding financial proposals). Those qualified responding Design Teams will be invited to a Board of Commissioners work session at a date to be identified later by the County. The presentation date is tentatively scheduled for Tuesday, May 23, 2023.
- 9.3.3 Invited Design Teams will present their qualifications and proposals at a Lancaster County Board of Commissioners' work session. The Lancaster County Evaluation Committee will evaluate the presentations.
- 9.3.5 The Lancaster County Evaluation Committee may request additional information from the Design Teams who presented to the Lancaster County Board of Commissioners.
- 9.3.6 The Lancaster County Evaluation Committee will make a final recommendation for award of the Design Team Services Agreement to the Lancaster County Board of Commissioners.
- 9.4 At the conclusion of the work of the Lancaster County Evaluation Committee, The Lancaster County Board of Commissioners may request proposers participate in additional discussions / presentations regarding the proposals in order to make a final decision on which proposer is offered the Design Team Services Agreement.
- 9.5 All pricing provisions contained in the Design Team Services Agreement, including any option to increase quantity or to extend the performance period if such option is exercised, will remain fixed throughout the period of the Design Team Services Agreement.
- 9.6 The County may select a Design Team on the basis of initial offers received, without discussions. Therefore, each initial proposal should contain the Proposer's best terms from a monetary and technical standpoint. The County reserves the right to enter into negotiations with a proposing Design Team. If the County and the proposing Design Team cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with another proposing Design Team. This process will continue until an agreement acceptable to the County has been executed or all proposals are rejected. No proposing Design Team shall have any rights against the County arising from such negotiations or termination thereof.

10.0 Method of Award

- 10.1 The Award will be made to the responding Design Team whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

- 10.2 The County reserves the right to award the Design Team Services Agreement not necessarily to the responding Design Team with the lowest proposed price, but to the responding Design Team that demonstrates the best ability to fulfill the requirements of the RFP. The successful Design Team will be chosen based on the qualifications and selection criteria discussed in the proposal.
- 10.3 The successful Design Team shall commence work only after the transmittal of a fully executed Design Team Services Agreement and after receiving written notification to proceed from the County. The successful Design Team will perform all services indicated in the proposal in compliance with the negotiated contract.
- 10.4 The County reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. The County will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer. Proposing Design Teams whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful Design Team, all proposers will be notified in writing of the selected firm or team.

11.0 Interview / Presentation

The County reserves the sole right, in the best interest of the County, upon review of proposals to:

- 11.1 Request and obtain additional information and/or clarification from proposing Design Teams.
- 11.2 Request and schedule responding Design Team(s) to meet at a designated time, date, and county location for an interview and/or presentation.
- 11.3 The presentation date is tentatively scheduled for Tuesday, May 23, 2023.

12.0 Required Format and Contents of Proposal

All proposals submitted must contain, at a minimum, the following information in the format and order set forth below:

Please Note: The County reserves the sole right to reject any proposal received that is not in the format required. All respondents must respond to the following items in the order listed below. Proposals must be typed on 8.5" x 11" white paper, printed on both sides. **Do not bind the document;** instead, use a 3-ring binder or binder clip the proposal together and place in a sealed envelope (see clause 8.3). Responses should be well thought out, thorough, and concise. Clarity and brevity will be viewed favorably.

12.1 Cover Letter

Include a cover letter transmitting the proposal to the County on the letterhead of the lead design firm, signed by an official authorized to contract on behalf of the Design Team. The letter must contain the following: Name, title, address, telephone number, and email address of the lead firm's contact person for the proposal; a statement that the proposer understands and agrees with the scope of services and accepts all other requirements, terms, and conditions of the RFP; and identify all materials and enclosures being forwarded in response to the RFP.

12.2 Table of Contents

Provide a listing of all major topics, their associated section number, and starting page number.

12.3 Design Team Description and Organizational Chart

Provide an overview of the Design Team. Include an organizational chart and a description of all key firms within the team. Indicate the location of the key firms' headquarters and the location of the office that will serve the County.

12.4 Key Personnel

List the key personnel within the Design Team who will assume day to day responsibilities for managing this project. Indicate the specific responsibilities of individuals to be assigned to this project and include brief (no longer than one page) resumes for those key individuals. All individuals assigned to the project must have at least demonstrated experiences in disciplines as outlined above. No changes to assigned personnel during the term of the appointment will be permitted without the prior consent and written approval of the County.

12.5 General Disclosure

Over the past five-years, have any principal members of the Design Team who will be assigned to the project been involved with managing other municipal insurance and loss control programs? Please describe the relationship.

Have any principal members of the Design Team, over the past five years, been engaged in any business activities, which could be construed as a conflict of interest as respect to their involvement with this contract?

Have any principal members of the Design Team, over the past three (3) years, been named in any legal action(s), investigations or other actions which could materially affect the Design Team's ability to perform the duties listed in the Scope of Services?

12.6 Description of Services

Provide a detailed description of the specific services to be provided, including whether County employees are needed to participate and if so at what extent their participation is needed, and the expected timing and duration of this process.

12.7 Relevant Local Experience

All responding Design Teams are expected to be qualified and experienced in providing design services for public or governmental facilities in Pennsylvania. All responding design teams are expected to be qualified and experienced in delivering projects per the bidding requirements of the Pennsylvania Separations Act. Provide documentation of three (3) recent (within the past 5 years) projects delivered for public / governmental clients in Pennsylvania and provide documentation of three (3) recent (within the past 5 years) projects delivered per the bidding requirements of the Pennsylvania Separations Act. The same three (3) projects may be used to document compliance with both requirements.

12.8 Relevant Corrections Experience

All responding Design Teams are expected to be qualified and experienced in designing corrections facilities. Provide documentation of three recent (within the past 5 years) correctional projects of similar scope and size to this project.

12.9 Subcontractors

Responding Design Teams are to provide the names and addresses of all subcontractors that will be involved in the design of this facility. Also provide a brief description of the role(s) to be performed by each subcontractor.

12.10 Conflict of Interest

For the purposes of determining any possible conflict of interest, responding Design Teams / firms must disclose if any County employee or the family member of a County employee, is also an owner, corporate officer, or employee of any firm that is a part of the responding Design Team. Indicate either “yes” (indicating that a County employee or family member is also associated with the responding Design Team) or “none” (indicating that no County employees or family members are associated with the responding Design Team). If “yes”, give the person(s) name(s) and position(s) within the responding Design Team and a description of the person’s position. State whether or not the person has a position of authority and/or will be involved with the contract on a daily/monthly basis. The cover letter shall include the following statement:

“Responding Design Team, by virtue of submitting this response acknowledges that the following County employee(s), or the family member of a county employee(s), is (are) also an owner, corporate officer, or employee of a firm that is part of the responding Design Team.”

Yes _____ Name(s) and Position(s)_____

Yes _____ Name(s) and Position(s)_____

None_____

12.11 References

List at least three (3) current references for which services were provided that are similar in size and scope to this Request for Proposal. For each reference, provide the client’s name, address, and contact person’s email address and telephone number.

12.12 Project Understanding

Describe the responding Design Team’s approach to providing the services and deliverables (Schematic Design, Design Development, Construction Documents, and bidding) listed in section 3.4, within the time frame described in Section 4.0. Describe points of interaction with County personnel, including design meetings (prior to design submittals) and meetings to review the design submittals. Describe the review process by building officials and authorities having jurisdiction. Describe the Design Team’s approach to cost estimating and cost control throughout the design phase. Specifically describe how the responding design team will provide effective cost estimating and cost control for key subcontractor areas of responsibility such as HVAC, Electrical, Plumbing, and Security Electronics. Describe how the responding Design Team stays abreast of current technologies, innovative practices, and current market pricing structures.

12.13 Financial Statement

Describe the Lead Firm’s current financial condition. Submit your most recent audited financial statement. This is a requirement of the RFP. RFP responses submitted without the Lead Firm’s most recent audited financial statement may not be considered for award.

12.14 Cost

Provide your cost proposal detailing the responding Design Team’s proposed fee structure. Please indicate whether or not you will accept a credit card to pay the invoices issued for this contract. If so, would there be a price deduction? Discounts for accepting payment by credit card will not be considered in the evaluation of offers. Responding Design Teams will accept payment by Procurement Card for

supplies sold under this contract:

YES____ NO____

If yes to the above, the % discount off the purchase price will be _____%.

12.15 Additional Items / Services Offered

List any additional item(s) or services that the responding Design Team can provide at no additional cost to the County.

13.0 Design Team Services Agreement

- 13.1 The successful proposer agrees to sign the below Design Team Services Agreement that incorporates the terms and conditions specified in this RFP and provide the required Certificates of Insurance. The County reserves the right to change, add and/or delete terms as determined to be in its best interest.
- 13.2 The agreement shall be presented to the Lancaster County Board of Commissioners for consideration and/or approval. Upon the Board of Commissioners' approval and signature, one original agreement shall be forwarded to the successful proposer.

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DESIGN TEAM SERVICES AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a Class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and _____ (hereinafter "Design Team") whose principal address is _____.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** DESIGN TEAM agrees to provide DESIGN TEAM services at the request of the COUNTY (hereinafter, "OR services"), including but not limited to those described in Paragraph 3 of the March 9, 2023, Request for Proposal.
2. **COMPENSATION.** The COUNTY agrees to pay DESIGN TEAM for the services listed in this Agreement at the rate and in the manner indicated in DESIGN TEAM's executed and accepted Pricing Form Proposal and Pricing Form Signature Pages. Said payment shall be the total compensation paid by the COUNTY to DESIGN TEAM, including all related incidental work thereto. The COUNTY may withhold a DESIGN TEAM payment or nullify a previously approved DESIGN TEAM payment, in whole or in part, as may reasonably be necessary to protect the COUNTY from loss or damage based upon:
 - a. The DESIGN TEAM's repeated failure to perform the DESIGN TEAM's OR services as required by this AGREEMENT.
 - b. Loss or damage arising out of or relating to this AGREEMENT and caused by the DESIGN TEAM to the COUNTY.
 - c. Rejected, nonconforming or defective DESIGN TEAM's OR services which has not been corrected in a timely fashion.
 - d. Reasonable evidence of delay in performance of the DESIGN TEAM's OR services such that the OR services will not be completed within the COUNTY'S schedule.
 - e. Third party claims involving the DESIGN TEAM or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the DESIGN TEAM furnishes the COUNTY with adequate security in the form of a security bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established.

The COUNTY shall give written notice to the DESIGN TEAM, at the time of disapproving or nullifying a payment stating its specific reasons for such disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be made for amounts previously withheld.

3. **REPRESENTATIONS AND WARRANTY.** DESIGN TEAM further agrees to the following:
 - a. DESIGN TEAM shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
 - b. DESIGN TEAM shall comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
 - c. DESIGN TEAM, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to DESIGN

TEAM by the COUNTY. DESIGN TEAM agrees to be solely responsible for the withholding and payment of such taxes.

- d. DESIGN TEAM, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damages to the DESIGN TEAM.
 - e. DESIGN TEAM shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.
 - f. In order to protect the COUNTY'S goodwill, DESIGN TEAM, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and DESIGN TEAM will perform at all times faithfully, industriously, and to the best of its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, the township of Lancaster and the COUNTY.
 - g. DESIGN TEAM certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.
 - h. DESIGN TEAM agrees to replace any individual on its service team upon reasonable request of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide brokerage and third-party administrative services.
 - i. The DESIGN TEAM warrants and represents that the DESIGN TEAM and its consultants are duly qualified, licensed, registered and authorized by law to perform the OR services under this AGREEMENT. In performing the services required by this AGREEMENT, DESIGN TEAM warrants that it shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality.
4. TERM OF AGREEMENT. This AGREEMENT shall remain in effect for four (4) years commencing July 1, 2023, and terminating June 30, 2027. The COUNTY reserves the right to negotiate and change terms and conditions as necessary in the best interest of the COUNTY.
5. OPTION TO EXTEND PERFORMANCE PERIOD. The COUNTY may, by written notice to DESIGN TEAM prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than one-year (365 days), provided that the COUNTY shall give the DESIGN TEAM a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.
- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Proposal Pricing Form shall apply to any extension made pursuant to this option provision, unless otherwise lowered by DESIGN TEAM.

6. INCORPORATION OF PROPOSAL, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION. DESIGN TEAM agrees to comply with the terms and conditions set forth in its proposal, the RFP and any addenda thereto, responses to RFP Questions, and any negotiated additions or changes to the received proposal, all of which are incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:
1. The AGREEMENT.
 2. The County Request for Proposal (RFP) and any addenda thereto.
 3. Pertinent portions of the proposal submitted by DESIGN TEAM.
- a. This document and all of the above referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.
 - b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
 - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
 - d. The COUNTY may terminate this AGREEMENT for convenience at any time, upon ten (10) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination. In the event of such termination for convenience of the COUNTY, DESIGN TEAM hereby releases, waives and discharges the COUNTY for all claims and rights to additional compensation including, but not limited to, claims for overhead and profit on uncompleted OR services.
7. INDEMNIFICATION: DESIGN TEAM, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify, defend and hold the COUNTY, its Commissioners, officers, employees, representatives, and agents harmless and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to the acts or omissions in performance of the DESIGN TEAM or anyone directly or indirectly employed by DESIGN TEAM or anyone for whose acts DESIGN TEAM may be liable ("Sub-consultants"), including but not limited to DESIGN TEAM's and/or Sub-consultants' negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
- a. In claims asserted against the COUNTY, or any person or entity indemnified by DESIGN TEAM under this section 7, by an employee of the DESIGN TEAM or anyone directly or indirectly employed by the DESIGN TEAM or anyone for whose acts the DESIGN TEAM may be liable arising in whole or in part from the acts, omissions or negligence of the DESIGN TEAM which result in harm to the employees of the DESIGN TEAM or anyone directly or indirectly employed by the DESIGN TEAM or anyone for whose acts the DESIGN TEAM may be liable, the DESIGN TEAM hereby waives any and all immunities or statutory protections under any workers' compensation act, including but not limited to Section 303(b) of the Pennsylvania Workers' Compensation Act, 77 P.S. § 481(b) or similar statute such that the indemnification obligations under this section 7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable under such workers' compensation acts, disability benefit acts or other employee benefit acts. The DESIGN TEAM further agrees to be joined as a defendant in any action filed against any person or entity, including but not limited

to the COUNTY, indemnified under this section 7. The DESIGN TEAM shall include the indemnity provisions and waivers of immunities under any workers' compensation act or similar statute consistent with this Section 7 in any subcontracts it enters with subconsultants or subcontractors on this project.

- b. In the event that the DESIGN TEAM fails or refuses to indemnify an indemnitee hereunder, in addition to all other obligations and upon adjudication in favor of an indemnitee, DESIGN TEAM shall be responsible for any and all costs associated with bringing such action, including reasonable attorneys' fees
 - c. DESIGN TEAM further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from DESIGN TEAM's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by DESIGN TEAM's negligence or willful actions.
 - d. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE: DESIGN TEAM, at DESIGN TEAM'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by DESIGN TEAM. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies with a minimum A- rating by A.M. Best legally qualified to issue such insurance in the Commonwealth of Pennsylvania and shall be maintained continuously in full force and effect.
9. GENERAL REQUIREMENTS FOR INSURANCE: Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which DESIGN TEAM is required hereunder to carry:
- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
 - b. DESIGN TEAM shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's request;
 - c. At least thirty (30) days prior to the expiration of each policy, DESIGN TEAM shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
 - d. DESIGN TEAM shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
 - e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
 - f. The requirements described above are also applicable to any and all other employees or sub-contractors hired by DESIGN TEAM to perform work under this contract.

10. INSURANCE

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
 - i. General Liability Insurance:
 - Limits of Liability: \$2,000,000 Products Completed Operations Aggregate and \$2,000,000 in the aggregate
 - Products-Comp/Ops: \$2,000,000 in the aggregate
 - Personal & Advertising Injury: \$1,000,000 in the aggregate
 - Medical Expense (any person): \$5,000 per occurrence
 - Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).
 - ii. Workers' Compensation and Employers' Liability Insurance:
 - Limits of Liability: Workers' Compensation - Statutory Limits.
 - Employers' Liability –
 - Bodily Injury by Accident: \$500,000 Each Accident
 - Bodily Injury by Disease: \$500,000 Each Employee
 - Bodily Injury by Disease: \$500,000 Policy Limit
 - Other States' coverage and Pennsylvania endorsement.
 - Employment Practices Liability Insurance in an amount not less than \$1,000,000.
 - iii. Automobile Liability:
 - Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - Coverage: Owner, non-owned, and hired vehicles.
 - iv. Professional Liability Insurance:
 - Limits of Liability: \$2,000,000 by claim and \$10,000,000 in the aggregate.
 - Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.
 - v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$10,000,000.
 - vi. DESIGN TEAM Errors and Omissions insurance: \$5,000,000 per occurrence.
- b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, which have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.
- c. DESIGN TEAM shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering DESIGN TEAM for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by DESIGN TEAM or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by DESIGN TEAM, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, DESIGN TEAM shall furnish the COUNTY, upon

request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. DESIGN TEAM shall not cancel or reduce any such insurance without the prior written consent of the COUNTY. DESIGN TEAM shall notify the COUNTY in writing within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.

- d. If DESIGN TEAM desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
 - e. The COUNTY reserves the right to review categories and levels of insurance coverage held by DESIGN TEAM in an ongoing program of risk management. DESIGN TEAM will be notified, in writing, of coverage requirements as determined by this review and DESIGN TEAM agrees to secure such requested coverage.
 - f. If DESIGN TEAM fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
 - g. DESIGN TEAM shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
 - h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
 - i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: DESIGN TEAM SERVICES, RFP 22-005.
 - j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - k. Certificate Holder- County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
 - l. DESIGN TEAM shall accept full responsibility for the payment of premiums of all insurance for DESIGN TEAM or DESIGN TEAM's employees who are performing services pursuant to this AGREEMENT.
10. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of DESIGN TEAM be procured or kept in full force and effect, DESIGN TEAM shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.
11. INDEPENDENT CAPACITY OF DESIGN TEAM. DESIGN TEAM, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
12. NO ASSIGNMENT. DESIGN TEAM shall not assign any part of this AGREEMENT without prior written approval of the COUNTY.
13. LIQUIDATED DAMAGES
- a. If DESIGN TEAM fails to perform the services within the time specified in this AGREEMENT, or any extension, DESIGN TEAM shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:
 - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because DESIGN TEAM fails to perform satisfactorily, DESIGN TEAM may be charged the sum of \$2,500.00 per day for each calendar day from the date of notification until the date of correction.

- b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, DESIGN TEAM shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
 - c. DESIGN TEAM shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of DESIGN TEAM.
14. CONSEQUENTIAL DAMAGES. If DESIGN TEAM fails to perform the services within the time specified in this AGREEMENT, or any extension, DESIGN TEAM shall, in addition to actual damages, pay to the COUNTY consequential damages, including but not limited to: rental expenses; losses of use, income, profit, financing, business opportunities, and reputation; additional architectural, engineering, and insurance expenses; and loss of management or employee productivity or the services of such persons.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for performance under this contract beyond December 31, 2023 or for services initially contemplated for performance starting in 2023. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2023 is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2023 until funds are made available by the COUNTY and until DESIGN TEAM receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
16. FAMILIARITY WITH PROPOSED WORK. DESIGN TEAM certifies that it has carefully considered the work proposed and the COUNTY's Request for Proposal to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the RFP.
17. NON-DISCRIMINATION. DESIGN TEAM agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. DESIGN TEAM expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that DESIGN TEAM has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but DESIGN TEAM shall remain primarily responsible for compliance hereunder.
18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. DESIGN TEAM certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of DESIGN TEAM.
- a. DESIGN TEAM further certifies that it has fully disclosed as part of its Proposal, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with DESIGN TEAM and whether such individual has a position of authority and/or will be involved with the DESIGN TEAM duties on a daily/monthly basis.
 - b. DESIGN TEAM will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to DESIGN TEAM (allowing DESIGN TEAM a reasonable

opportunity to respond) where same is not corrected by DESIGN TEAM within a reasonable time period after notice.

19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. DESIGN TEAM recognizes its responsibilities to assure identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
20. STATUTES APPLICABLE TO THIS AGREEMENT. DESIGN TEAM is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. DESIGN TEAM agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. DESIGN TEAM and all individuals acting under the authority of the DESIGN TEAM shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.
23. DEFAULT/BREACH/RESOLUTION. If DESIGN TEAM or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of DESIGN TEAM necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and DESIGN TEAM shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
24. AGREEMENT NOT TO HIRE. DESIGN TEAM and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of DESIGN TEAM or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. DESIGN TEAM and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to DESIGN TEAM by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to DESIGN TEAM at the time of disclosure to DESIGN TEAM by the COUNTY as evidenced by written records of DESIGN TEAM, (ii) has become publicly known and made generally available through no wrongful act of DESIGN TEAM or (iii) has been rightfully received by DESIGN TEAM from a third party who is authorized to make such disclosure.
 - a. DESIGN TEAM agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between DESIGN TEAM and the COUNTY to third parties or to employees of DESIGN TEAM except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. DESIGN TEAM will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the request of the COUNTY at any time. DESIGN TEAM agrees that it will take all reasonable measures to protect

the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that DESIGN TEAM utilizes to protect its own Confidential Information of a similar nature. DESIGN TEAM agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to DESIGN TEAM's attention.

26. HIPAA. If applicable, DESIGN TEAM agrees to comply with HIPAA. DESIGN TEAM assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with DESIGN TEAM's provision of services as set forth under the AGREEMENT. DESIGN TEAM hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.

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14.0 Request for Proposal Attachments

14.1 Design Submittal Listing

Document is an attachment that can be found within the RFP documents via the Public Purchase website at <http://www.publicpurchase.com/>

14.2 Needs Assessment Final Report dated December 2022 Revised February 2023

Document is an attachment that can be found within the RFP documents via the Public Purchase website at <http://www.publicpurchase.com/>

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15.0 Required Forms

PROPOSAL PRICING FORM

1. DESIGN TEAM FEE

- a. The Fee Percentage (%) Proposed by the Design Team is _____ % *
- b. The Fee % listed above is the fee to be applied to the Approved Construction Budget as described in section 3.7.
- c. Compensation for the various phases will be as follows:
- | | |
|--------------------------------|--------------------------------|
| Schematic Design Phase: | 10% of Design Team Fee |
| Design Development Phase: | 15% of Design Team Fee |
| Construction Documents Phase: | 50% of Design Team Fee |
| Procurement / Bidding Phase: | 5% of Design Team Fee |
| Construction / Closeout Phase: | 20% of Design Team Fee |
| TOTAL: | 100% of Design Team Fee |

2. REIMBURSABLE EXPENSES (Not to Exceed Amounts)

- a. Schematic Design Phase _____
- b. Design Development Phase _____
- c. Construction Documents Phase _____
- d. Procurement / Bidding Phase _____
- e. Construction / Closeout Phase _____
- f. Total Not to Exceed Amount for Reimbursable Expenses _____ *
- (sum of items 2(a) thru 2(e) above)

** Transfer this amount to the Proposal Signature Page.*

Are there any restrictions, limitations or conditions to above fees based on foregoing requirements of this Request for Proposal?

YES _____ NO _____ Please describe: _____

Have received and reviewed the following Addenda (if applicable)

1. _____, dated _____
2. _____, dated _____

We have included All proposals, ONE (1) complete bid packet, inclusive of financial proposal, with original signatures and required documents marked as "ORIGINAL", TEN (10) bid packets, excluding financial proposal, marked as "COPY", TEN (10) financial proposals in a sealed envelope, marked as "COPY", and ONE (1) complete electronic copy of submission response packet, inclusive of the original RFP and a separate electronic financial proposal file, on a USB Flash Drive.

FINANCIAL PROPOSAL DOCUMENTS

- Proposal Form Signature Pages
- Proposal Pricing Form
- Non-Collusion Affidavit
- Notarization Affidavit (if applicable)
- Disclosure Statement
- W-9 Form

Communications concerning this proposal shall be addressed to:

Name: _____

Title: _____

Name of Business: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

Website: _____ Hours of Availability: _____

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**PROPOSAL FORM
SIGNATURE PAGES**

Submitted by: _____
Date: _____

Proposal for: DESIGN TEAM SERVICES - RFP #23-009

County of Lancaster
Lancaster County Government Center
150 North Queen Street, Suite 712
Lancaster, PA 17603

To Whom It May Concern:

This proposal is submitted in accordance with your Request for Proposals to be received for:

Design Team Services for the New Lancaster County Correctional Facility as specified in the proposal documents. Contract commencing on approximately July 1, 2023.

Having carefully examined the Request for Proposals, the Specifications, the Instructions to Proposers, The Scope of Work, The Terms and Conditions, and all attachments etc., hereinafter referred to as "Contract Documents", together with any and all addenda, errata, bulletins applying thereto, and being familiar with the various conditions affecting the scope of work, the undersigned hereby offers to furnish all materials, perform all labor, provide all services, and do all else necessary to complete the work within the specified time in this proposal in strict accordance with the terms of the Contract Documents, for the following price(s) as summarized below and as detailed in the Proposal.

Subject to deviations and exceptions as stated in the Proposal and accepted by the County, the undersigned, by the signature evidenced, represents that the Proposer accepts the terms, conditions, mandates, and other provisions of the Contract Documents, said documents being the strict basis upon which the said proposer makes this proposal for the following price, to wit:

DESIGN TEAM FEE PERCENTAGE (%):

DESIGN TEAM SERVICES COSTS:

(Total Not to Exceed Amount for Reimbursable Expenses)

In case this proposal is accepted the undersigned is hereby bound to enter into a written contract within thirty (30) days after receipt of Notice of Acceptance of the above, in accordance with the solicitation, to commence and complete all of the work included under the contract in such time and such manner as designated for the various items/services it has contracted to supply or provide.

In submitting this proposal, it is understood that the unrestricted right is reserved by the County to reject any and all proposals or parts thereof, or to waive any formalities or technicalities in said proposals, and it is agreed that this proposal may not be withdrawn for a period of three hundred sixty-five (365) days from date of opening hereof.

The undersigned hereby certifies that this proposal is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any proposer to refrain from proposing, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other proposer.

The undersigned does declare that no person other than the Proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article and is in all respects fair and without collusion or fraud.

The undersigned further declares that the specifications have been carefully examined and the Proposer is thoroughly familiar with its provisions and with the quality, type and grade of required materials and services. The undersigned certifies that any exceptions to the Contract Documents and specifications are noted in the Proposal and are subject to acceptance by the County. The undersigned, by the signature evidenced, represents that the Proposer accepts the terms, conditions, mandates, and other provisions of the Contract Documents, said documents being the strict basis upon which the said proposer makes this proposal.

All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award, may be cause for cancellation of award.

If a Corporation (must be executed by the president or vice-president [or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached], attested by the secretary, assistant secretary or treasurer of the corporation)

Signature: _____	ATTEST: Signature: _____
Name & Title: _____	Name & Title: _____

CORPORATE SEAL

If a Partnership (must be signed by at least one general partner and witnessed)

PARTNER: Signature: _____	WITNESS: Signature: _____
Name & Title: _____	Name & Title: _____

CORPORATE SEAL

If a Proprietorship

PROPRIETOR:

Signature: _____

Name & Title: _____

WITNESS:

Signature: _____

Name & Title: _____

CORPORATE SEAL

BUSINESS NAME: _____

TAX I.D#: _____

ADDRESS: _____

PHONE: _____ **FAX:** _____

E-MAIL: _____

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INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 62 Pa. C.S.A. §4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the proposer who makes the final decision on process and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the process of preparing and submitting a bid and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

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NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of: _____

S.S.

County of: _____

I state that I am _____ OF _____
(Title) (Name Contractor)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent or potential respondent.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other firm or person who is a respondent or potential respondent, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement of discussion with, or inducement from, any firm or person to submit a complimentary or other noncompetitive bid.

(5) _____, its affiliates,
(Name of Contractor)

subsidiaries, officers and directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
(Name of Contractor)

acknowledges that the above representatives are material and important, and will be relied on by County of Lancaster in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from County of Lancaster of the true facts relating to the submission of bids for this contract.

A statement in this affidavit that a person has been convicted or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract within the last three years, does not prohibit the County of Lancaster from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment in the discretion of the County under its rules and regulations, or may be a ground for consideration on the question of whether the County should decline to award a contract to that person on the basis of a lack of responsibility.

Name: _____

Signature: _____

Title: _____

Name of Contractor: _____

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

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NOTARIZATIONS

Any document within this bid specification that requires a notarization must include the signature and seal of the notary public as required by the State in which the notary is commissioned. For those states that do not require an embossed notary seal, the following affidavit must be completed. Bids notarized without the embossed seal and without completing the following affidavit, as applicable, will automatically be rejected at the time of the bid opening.

AFFIDAVIT

I, _____, _____,
(Print/Type Name) (Title)

of _____,
(Name of Company) (Complete Address)

a duly authorized representative of the above company, do hereby affirm that the State of

_____ does not require an embossed seal on _____
(Name of State)

notarizations and the documents in this Invitation for Bid are true and correct and binding under the

_____ State laws.
(Name of State)

By: _____
(Signature of Duly Authorized Representative)

Sworn to and subscribed before me

THIS _____ DAY OF _____, 20____

(Notary Public)

My Commission Expires: _____

**COUNTY of LANCASTER
DISCLOSURE STATEMENT**

The vendor shall answer the following questions with regard to the most recent three (3) years. If any question is answered in the affirmative, the firm shall submit for each affirmative answer, a written explanation which shall provide details concerning the matter in question, including applicable dates, locations, names of projects/project owners and current status of any such matter. Failure to answer truthfully to any of the following will be grounds for the vendor's proposal to immediately be disqualified. The County will notify the vendor by letter of the disqualification.

1. Is the firm currently debarred or suspended from doing business with any federal, state or local government agency or private entity?

Yes _____ No _____

2. Has the firm ever been debarred or suspended from doing business with any federal, state or local government agency or private entity?

Yes _____ No _____

3. Has the firm ever been otherwise prohibited from doing business with any federal, state or local government agency or private entity?

Yes _____ No _____

4. Has the firm ever been denied prequalification (not including short listing), declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency or private entity?

Yes _____ No _____

5. Has the firm ever defaulted, been terminated for cause or otherwise failed to complete any project/contract that it was awarded by any federal, state or local government agency or private entity?

Yes _____ No _____

6. Has the firm ever been assessed or required to pay liquidated damages in connection with any project/contract that it was awarded by any federal, state or local government agency or private entity?

Yes _____ No _____

7. Has the firm ever had any business or professional license, registration, certificate or certification suspended or revoked?

Yes _____ No _____

8. Has the firm ever had any liens or other legal action taken against the firm as a result of its failure to pay workers, subcontractors or suppliers?

Yes _____ No _____

9. Has the firm ever been denied bonding or insurance coverage or been discontinued by a surety or insurance company?
- Yes _____ No _____
10. Has the firm ever been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws or environmental laws by a final decision of a court or agency?
- Yes _____ No _____
11. Has the firm or any of its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any of the firm's business?
- Yes _____ No _____
12. Has the firm ever been the subject to any bankruptcy proceeding?
- Yes _____ No _____

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REFERENCE FORM
#23-009
DESIGN TEAM SERVICES
COUNTY OF LANCASTER, PA

***Include in proposal response one (1) reference letter from each of the references provided below.
References should not be agencies or individuals employed within a County of Lancaster agency.***

1. Company Name: _____

Contact Person: _____

Title: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

2. Company Name: _____

Contact Person: _____

Title: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

3. Company Name: _____

Contact Person: _____

Title: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

4. Company Name: _____
Contact Person: _____
Title: _____
Address: _____
Phone: _____ FAX: _____
Email: _____

5. Company Name: _____
Contact Person: _____
Title: _____
Address: _____
Phone: _____ FAX: _____
Email: _____

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

NO BID/PROPOSAL REPLY FORM

PROPOSAL TITLE: _____

PROPOSAL NUMBER: _____

To assist us in evaluating bids received for this acquisition and obtaining good competition on future invitations for bid, we ask that each firm that has received an Invitation for Bid, but does not wish to bid, complete the NO BID REPLY and return it to the above address. Please state the reason(s) below for not bidding being as complete as possible. This information is intended to improve the purchasing process and will not preclude receiving future Invitations for Bid unless removal from the Vendor's List is requested below, or a bid is not received, or this form not returned.

Unfortunately, we must offer a "No Bid" at this time because:

____ 1. We do not wish to participate in the procurement process.

____ 2. We do not wish to submit a bid under the terms and conditions of the Invitation for Bid.

Our objections are:

____ 3. We do not feel we can be competitive.

____ 4. We cannot submit a bid because of the marketing or franchising policies of our company.

____ 5. We do not wish to sell to the County.

Our objections are:

____ 6. We do not sell the items/services on which bid requested.

In regard to our remaining on the County's Vendor List:

____ We wish to remain on the County's Vendor List.

____ We wish to be deleted from the County's Vendor List.

Firm Name

Signature

Date

ADDENDUM #1

MARCH 22, 2023

REQUEST for PROPOSALS #23-009 LCCF DESIGN TEAM SERVICES COUNTY of LANCASTER, PA

This Request for Proposals is issued by the County of Lancaster, Lancaster Pennsylvania on behalf of the Lancaster County Controller's Office for **Design Team Services for the proposed Lancaster County Correctional Facility** from a qualified firm. Base contract will be for a period of four (4) years, as specified in the contract documents which have been changed as indicated below in order to furnish information, clarify provisions and make changes resulting from submitted written vendor questions received via the Public Purchase website <http://www.publicpurchase.com/> as of March 20, 2023.

(1) Proposal submission date remains unchanged and shall be **Wednesday, April 12, 2023, at 11:00 AM.**

(2) Revision of the following Scope of Work clauses to include duties of the County Engineer as follows:

3.3 Owner's Representative, County Engineer and Construction Manager

3.3.1 Owner's Representative

CGL ("Owner's Representative") will serve as Lancaster County's prime representative during the design phase of the Lancaster County Correctional Facility project. CGL's responsibility, generally, is to coordinate the efforts of the various parties involved in the design effort, to ensure that each party satisfactorily fulfills its obligations to the County, and to ensure that the Lancaster County Correctional Facility is designed in accordance with the approved Architectural Program and any related documents (i.e., design criteria narratives). CGL's duties are more fully described in the Agreement for DESIGN TEAM Services which is attached for reference.

3.3.2 *County Engineer*

The County intends to engage its County Engineer for the Land and Site Development of the Lancaster County Correctional Facility project through completion. The duties of the County Engineer are defined within Attachment A - Site and Landscaping specifications for schematic, design development, and construction document phases in coordination with the selected Design Team. The County Engineer will coordinate with the Design Team, where appropriate, items such as coordination with plumbing and fire protection engineers on the size and location of water line(s) entering the building(s).

3.3.2 Construction Manager

The County also intends to solicit proposals for a Construction Manager for management and delivery of the Lancaster County Correctional Facility project through completion. The Owner's Representative will assist the County in preparation for RFP solicitation for the Construction Manager, in conjunction with the Design Team. The duties of the Construction Manager shall be set forth in the RFP solicitation for the Construction Manager.

(3) Consolidated Questions and Answers from Public Purchase website <http://www.publicpurchase.com/>

All answers have been provided in good faith and are subject to change as corrected and/or new information comes available during the pre-proposal question and answer addendum period. All answers will be considered final at the release of the final addendum on Friday, March 31, 2023.

This Addendum is hereby incorporated into the Request for Proposals and resulting Contract and is to be considered when preparing your proposal. Proposer shall acknowledge receipt of this Addendum on the Proposal Pricing Form (RFP page 28) submitted to the County.

Linda A. Schreiner
Director of Purchasing
County of Lancaster
150 North Queen Street, Suite 712
Lancaster, PA 17603
717-299-8258

LCCF DESIGN TEAM SERVICES
COUNTY of LANCASTER, PA
#23-009
CONSOLIDATED QUESTIONS and ANSWERS

1. In RFP Section 14.1, the Design Submittal Listing refers to Attachment A (Document Requirements), which lists the requirements of the Design Team. As part of the Design Team's services, the categories of Site and Landscaping are listed. These items are typically a major part of the Land Development Plans required by the local municipality. In this case, the County Engineer, as part of the Due Diligence phase of evaluating the site, has previously completed many of the tasks for items required on the Land Development Plans. That being the case, will the County Engineer continue with the project and prepare the Land Development Plans, to include the Site and Landscaping items referenced in Attachment A?
 - *Attachment A was intended to convey the overarching areas for consideration within the project, where applicable. In the case of Land and Site Development, the County Engineer will oversee the Attachment A items that fall within this scope in coordination with the selected Design Team.*
2. What is the site address?
 - *The physical address has yet to be determined. The site is in Lancaster Township, just south of Lancaster City immediately adjacent to and south of the Greenwood Cemetery on the peninsula created by the Conestoga River. There is currently no public access to the site.*
3. Please confirm that item "12.14 Cost" and "12.15 Additional Items/Services Offered" are to be included under separate cover in the financial proposal.
 - *Clause 12.14 Cost Would be considered as part of the Financial Proposal and thus should be provided under separate cover. Clause 12.15 Additional Items / Services is intended to be items and services at no cost, thus it would not be required under separate cover.*
4. Section 13.1 - Does the Design Team Services Agreement/Terms and Conditions and the Required Certificate of Insurance need to be included in this proposal that is due 4/12, or are they to be submitted after award?
 - *These items would be submitted as part of the award process, not at the time of proposal submission.*
5. Section 3.5.6 requests the names of three comparable municipal clients including contact info, years we have worked for them, and services we provided. Are these three municipal references in addition to the three references that are requested under Section 12.11 (similar in size and scope to this RFP)? Are we to request reference letters from each of our client contacts or if we are to submit six, will a total of three reference letters be adequate?
 - *If providing the same references for clause 3.5.6 and clause 12.11, only three (3) reference letters would be needed. Reference letters are only required for the contacts provided in response to clause 12.11.*
6. The RFP states an aggressive timeline for design (4 months for SD; 2 months for DD, 5 months for CD), will there be any flexibility in this schedule?
 - *The timeline is the tentative timeline established for this RFP. If you take exception to this timeline, please notate it in your proposal response.*

7. When do you plan on hiring the Construction Manager?

- *While the exact timeline for hiring the Construction Manager has not been finalized, the County anticipates engaging the Construction Manager prior to the completion of Construction Documents so the Construction Manager may assist in the preparation of the final documents and in the bidding process.*

8. Typically many of the scope items listed in the RFP would be the responsibility of the CM -- do you envision further discussion of responsibilities once the CM is selected? Specifically, select items related to:

Commissioning (paragraphs 3.4.1.4 * 3.4.7.4)

Statements of Probable Cost (paragraphs 3.4.2.4 * 3.4.3.4 * 3.4.4.4)

Bidding (paragraphs 3.4.5.4 * 3.4.5.5 * 3.4.5.7 * 3.4.5.8 * 3.4.5.9)

Construction (paragraphs 3.4.6.2 * 3.4.6.3 * 3.4.6.4)

- *The RFP defines the scope of responsibilities to be utilized in response to this RFP. We do not anticipate any adjustments to these defined responsibilities. Through all phases of design, construction, and commissioning / startup of the new LCCF, the Design Team will be expected to work collaboratively with other parties engaged by the County to help deliver the new LCCF.*

9. Paragraph 9.2.3. (Page 13) states one of the selection criteria will be based on results of reference calls. On Page 39 of the RFP, there's also a Reference Form that indicates that reference letters are required for each contact listed. Please confirm if you require reference letters for each reference, in addition to the reference calls you intend to make.

- *Yes.*

10. Page 39: Should this Reference Form be included with the Financial Proposal with the other forms, or as part of our qualifications submittal?

- *The Proposal Pricing Form (RFP page 29) defines the contents of the Financial Proposal.*

11. On Page 15 - Item 12.5 it states "Have any principal members of the Design Team who will be assigned to the project been involved with managing other municipal insurance and loss control programs?" Please clarify what you're looking for here?

- *Within clause 12.5 (page 15), the following is to be struck from the RFP, "Over the past five-years, have any principal members of the Design Team who will be assigned to the project been involved with managing other municipal insurance and loss control programs? Please describe the relationship."*

12. On Page 9, Item 3.10.2, it states E&O insurance of \$5m per occurrence, but on Page 22, Item 10.a.iv. it states \$10m. Please clarify which is required.

- *The E&O insurance limits minimum requirements are correctly stated in Section 10(a)(iv) of the form Design Team Services Agreement incorporated into RFP #23-009 - LCCF DESIGN TEAM SERVICES. By this response, Section 3.10.2 of RFP #23-009 is corrected as follows: "3.10.2 Responding Design Teams must maintain standard minimum insurance requirements as required by the County including but not limited to Designer's Errors and Omissions insurance with limits of not less than \$10,000,000 per occurrence."*

13. The RFP refers to past studies that are on the website. While the population analysis and forecast report is there, there was no program document defining the user requirements. Does one exist?

- *The only study available at the release of this RFP is the Needs Assessment Final Report dated December 2022 Revised February 2023 identified as Attachment 14.2.*

ADDENDUM #2

MARCH 31, 2023

REQUEST for PROPOSALS
#23-009
LCCF DESIGN TEAM SERVICES
COUNTY of LANCASTER, PA

This Request for Proposals is issued by the County of Lancaster, Lancaster Pennsylvania for **Design Team Services for the proposed Lancaster County Correctional Facility** from a qualified firm. Base contract will be for a period of four (4) years, as specified in the contract documents which have been changed as indicated below in order to furnish information, clarify provisions and make changes resulting from submitted written vendor questions received via the Public Purchase website <http://www.publicpurchase.com/> as of March 27, 2023, as well as questions received during the mandatory pre-proposal meeting held on Wednesday, March 22, 2023.

- (1) Proposal submission date remains unchanged and shall be **Wednesday, April 12, 2023, at 11:00 AM.**
- (2) Revision of the following Scope of Work clauses to include duties of the County Engineer as follows:

3.3 Owner's Representative, County Engineer and Construction Manager

3.3.1 Owner's Representative

CGL ("Owner's Representative") will serve as Lancaster County's prime representative during the design phase of the Lancaster County Correctional Facility project. CGL's responsibility, generally, is to coordinate the efforts of the various parties involved in the design effort, to ensure that each party satisfactorily fulfills its obligations to the County, and to ensure that the Lancaster County Correctional Facility is designed in accordance with the approved Architectural Program and any related documents (i.e., design criteria narratives). CGL's duties are more fully described in the Agreement for DESIGN TEAM Services which is attached for reference.

3.3.2 *County Engineer*

The County intends to engage its County Engineer for the Land and Site Development of the Lancaster County Correctional Facility project through completion. The duties of the County Engineer are defined within Attachment A - Site and Landscaping specifications for schematic, design development, and construction document phases in coordination with the selected Design Team. The County Engineer will coordinate with the Design Team, where appropriate, items such as coordination with plumbing and fire protection engineers on the size and location of water line(s) entering the building(s).

3.3.2 Construction Manager

The County also intends to solicit proposals for a Construction Manager for management and delivery of the Lancaster County Correctional Facility project through completion. The Owner's Representative will assist the County in preparation for RFP solicitation for the Construction Manager, in conjunction with the Design Team. The duties of the Construction Manager shall be set forth in the RFP solicitation for the Construction Manager.

- (3) Consolidated Questions and Answers from Public Purchase website <http://www.publicpurchase.com/>

(4) Mandatory Pre-proposal Meeting Sign-in Sheets

All answers have been provided in good faith and are subject to change as corrected and/or new information comes available during the pre-proposal question and answer addendum period. All answers will be considered final at the release of the final addendum on Friday, March 31, 2023.

This Addendum is hereby incorporated into the Request for Proposals and resulting Contract and is to be considered when preparing your proposal. Proposer shall acknowledge receipt of this Addendum on the Proposal Pricing Form (RFP page 28) submitted to the County.

Linda A. Schreiner
Director of Purchasing
County of Lancaster
150 North Queen Street, Suite 712
Lancaster, PA 17603
717-299-8258

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**LCCF DESIGN TEAM SERVICES
COUNTY of LANCASTER, PA
#23-009
CONSOLIDATED QUESTIONS and ANSWERS**

1. In RFP Section 14.1, the Design Submittal Listing refers to Attachment A (Document Requirements), which lists the requirements of the Design Team. As part of the Design Team's services, the categories of Site and Landscaping are listed. These items are typically a major part of the Land Development Plans required by the local municipality. In this case, the County Engineer, as part of the Due Diligence phase of evaluating the site, has previously completed many of the tasks for items required on the Land Development Plans. That being the case, will the County Engineer continue with the project and prepare the Land Development Plans, to include the Site and Landscaping items referenced in Attachment A?
 - *Attachment A was intended to convey the overarching areas for consideration within the project, where applicable. In the case of Land and Site Development, the County Engineer will oversee the Attachment A items that fall within this scope in coordination with the selected Design Team.*
2. What is the site address?
 - *The physical address has yet to be determined. The site is in Lancaster Township, just south of Lancaster City immediately adjacent to and south of the Greenwood Cemetery on the peninsula created by the Conestoga River. There is currently no public access to the site. GPS coordinates for a center point on the main parcel are as follows: 40.01927, -76.29764. Lancaster County Tax Parcels 340-31394-0-0000 and 340-03297-0-0000.*
3. Please confirm that item "12.14 Cost" and "12.15 Additional Items/Services Offered" are to be included under separate cover in the financial proposal.
 - *Clause 12.14 Cost Would be considered as part of the Financial Proposal and thus should be provided under separate cover. Clause 12.15 Additional Items / Services is intended to be items and services at no cost, thus it would not be required under separate cover.*
4. Section 13.1 - Does the Design Team Services Agreement/Terms and Conditions and the Required Certificate of Insurance need to be included in this proposal that is due 4/12, or are they to be submitted after award?
 - *These items would be submitted as part of the award process, not at the time of proposal submission.*
5. Section 3.5.6 requests the names of three comparable municipal clients including contact info, years we have worked for them, and services we provided. Are these three municipal references in addition to the three references that are requested under Section 12.11 (similar in size and scope to this RFP)? Are we to request reference letters from each of our client contacts or if we are to submit six, will a total of three reference letters be adequate?
 - *If providing the same references for clause 3.5.6 and clause 12.11, only three (3) reference letters would be needed. Reference letters are only required for the contacts provided in response to clause 12.11.*
6. The RFP states an aggressive timeline for design (4 months for SD; 2 months for DD, 5 months for CD), will there be any flexibility in this schedule?
 - *The timeline is the tentative timeline established for this RFP. If you take exception to this timeline, please notate it in your proposal response.*

7. When do you plan on hiring the Construction Manager?

- *While the exact timeline for hiring the Construction Manager has not been finalized, the County anticipates engaging the Construction Manager prior to the completion of Construction Documents so the Construction Manager may assist in the preparation of the final documents and in the bidding process.*

8. Typically many of the scope items listed in the RFP would be the responsibility of the CM -- do you envision further discussion of responsibilities once the CM is selected? Specifically, select items related to:

Commissioning (paragraphs 3.4.1.4 * 3.4.7.4)

Statements of Probable Cost (paragraphs 3.4.2.4 * 3.4.3.4 * 3.4.4.4)

Bidding (paragraphs 3.4.5.4 * 3.4.5.5 * 3.4.5.7 * 3.4.5.8 * 3.4.5.9)

Construction (paragraphs 3.4.6.2 * 3.4.6.3 * 3.4.6.4)

- *The RFP defines the scope of responsibilities to be utilized in response to this RFP. We do not anticipate any adjustments to these defined responsibilities. Through all phases of design, construction, and commissioning / startup of the new LCCF, the Design Team will be expected to work collaboratively with other parties engaged by the County to help deliver the new LCCF.*

9. Paragraph 9.2.3. (Page 13) states one of the selection criteria will be based on results of reference calls. On Page 39 of the RFP, there's also a Reference Form that indicates that reference letters are required for each contact listed. Please confirm if you require reference letters for each reference, in addition to the reference calls you intend to make.

- *Yes.*

10. Page 39: Should this Reference Form be included with the Financial Proposal with the other forms, or as part of our qualifications submittal?

- *The Proposal Pricing Form (RFP page 29) defines the contents of the Financial Proposal.*

11. On Page 15 - Item 12.5 it states "Have any principal members of the Design Team who will be assigned to the project been involved with managing other municipal insurance and loss control programs?" Please clarify what you're looking for here?

- *Within clause 12.5 (page 15), the following is to be struck from the RFP, "Over the past five-years, have any principal members of the Design Team who will be assigned to the project been involved with managing other municipal insurance and loss control programs? Please describe the relationship."*

12. On Page 9, Item 3.10.2, it states E&O insurance of \$5m per occurrence, but on Page 22, Item 10.a.iv. it states \$10m. Please clarify which is required.

- *The E&O insurance limits minimum requirements are correctly stated in Section 10(a)(iv) of the form Design Team Services Agreement incorporated into RFP #23-009 - LCCF DESIGN TEAM SERVICES. By this response, Section 3.10.2 of RFP #23-009 is corrected as follows: "3.10.2 Responding Design Teams must maintain standard minimum insurance requirements as required by the County including but not limited to Designer's Errors and Omissions insurance with limits of not less than \$10,000,000 per occurrence."*

13. The RFP refers to past studies that are on the website. While the population analysis and forecast report is there, there was no program document defining the user requirements. Does one exist?

- *The only study available at the release of this RFP is the Needs Assessment Final Report dated December 2022 Revised February 2023 identified as Attachment 14.2.*

14. Page 24, Design Team Services Agreement, Item 14 Consequential Damages: Would the County consider striking this paragraph, or capping to an agreed upon limit?
- *If there is a concern regarding any of the terms and conditions or specific Design Team Services Agreement requirements, the exceptions shall be noted as an exception in your proposal response. If your firm is selected, these items will be part of the final contract negotiations.*
15. Is the design team to include Fixtures, Furniture and Equipment design services in the scope of work? Detention furniture will be part of the scope, but will you be including commercial furniture in staff or public areas as part of the scope or work (cubicle/furniture selection/coordination/installation) or will that be owner provided and owner installed falling under owner's soft costs (not in scope of work)?
- *All detention specific FF&E shall be specified by the Design Team. It is the intent of Lancaster County to provide FF&E for the commercial grade office areas of the building by utilizing a separate vendor. It will be the Design Team's responsibility to work with this vendor to confirm that the commercial FF&E will function as intended by the program and design in the spaces required, provide a schedule for use in assigning scope responsibilities to the Contractor for installation, and indicate all furnishings on the schematic, design development and construction documents (as necessary for coordination and installation with connectivity requirements).*
16. Will the geotechnical consultant be retained by the County, or should we include them on our team?
- *The geotechnical work is used primarily by the Structural Engineer to design the building's foundations. So, using Attachment A as a guide, the geotechnical component of the project would be included in the Structural section inclusive of Geotechnical Engineering & Borings. Any other discipline requiring ancillary borings for their portion of the design should include those borings and analysis in their individual scope.*
17. Please confirm that all site/civil engineering and landscape design, bidding and construction administration services will be provided by the County Engineer?
- *The duties of the County Engineer are defined within Attachment A - Site and Landscaping specifications for schematic, design development, and construction document phases in coordination with the selected Design Team. The County Engineer will coordinate with the Design Team, where appropriate, items such as coordination with plumbing and fire protection engineers on the size and location of water line(s) entering the building(s).*
18. Page 8, Item 3.5.10 asks for a site presence plan. Please clarify what this is.
- *Considering that some Design Team members are not local to Lancaster County and/or the state of Pennsylvania, the intent of the site presence plan is for the design teams to identify the staff who will be present and their role on-site for in person meetings/oversight during the design and construction phases of the project.*
19. Per Section 12.13, we are required to submit our most recent audited financial statements. Per Section 8.4, all proposals/bids will become public information, unless otherwise exempt under the PA Right to Know Law. Are you able to confirm if the statements would be exempt under the Law? Alternatively, please identify if there is a way of providing the statements to you that would keep them confidential?
- *Any requests for proposal documents through the Right to Know process are first reviewed by the County Right to Know Officer who may engage the vendor in the redaction process of their documents before public response. Disclosure of public records as defined by the Right to Know Law is at the sole discretion of the County.*

20. If the county is not retaining a CM until construction documents, who will be responsible for developing the schematic design and design development cost estimates?
- *Refer to Sections 3.4.2.4 & 3.4.3.4, Design Teams are required to provide a statement of probable construction costs performed by an independent cost estimator.*
21. As per Addendum 1, it appears that Lancaster County is requiring 10M of Errors and Omissions Insurance. Is that the combination of all the Design Team including architects and engineers?
- *Yes, both the both the architect and engineer (not the County engineer) if they are jointly submitting a proposal.*
22. "Section 3.4.2.4 reads '3.4.2.4 Provide a Statement of Probable Construction Costs performed by an independent cost estimator.' Does the Design Team need to engage an independent cost estimator and would the cost estimator be under the Design Team's contract"
- *Yes, to both questions.*
23. Due to COVID impacts on public projects in PA and specialized facilities such as correctional institutions, will the board consider lengthening the timeframe for the completion of Relevant Local Experience (12.7) and Local Relevant Corrections Experience (12.8) projects to 10 years?
- *No, as this type of construction was not ordered to cease during COVID.*
24. Related to terms and conditions of the contract and an understanding of the flexibility and risks:
- a. 3.10.2- We provide the Errors and Omissions on a per claim basis (which is different from a per occurrence basis). Is this acceptable?
- b. Under Article 7 Indemnification- is it acceptable to have indemnification tied to negligent acts or omissions?
- c. Related to Article 9 General Requirements for Insurance (a) and Article 10. Insurance (b.)- Typically larger firms have global insurance carriers that meet (or exceed) the ratings required but they are not technically "licensed" in states such as PA but are "authorized". Does this contract require specifically licensed insurance carriers in PA?
- d. Liquidated Damages- While the use of liquidated damages is generally common with construction contracts, it is less appropriate in professional services, in that many factors are beyond the control of a design firm's influence on the performance of the services. Would the county consider removing liquidated damages?
- *If there is a concern regarding any of the terms and conditions or specific Design Team Services Agreement requirements, the exceptions shall be noted as an exception in your proposal response. If your firm is selected, these items will be part of the final contract negotiations.*
25. Does construction need to be complete for the relevant projects submitted in response to 12.7 and 12.8 and will feasibility studies be accepted as meeting the relevancy criteria?
- *No, feasibility studies do not represent a firm's ability to provide a complete working design.*

ADDIITONAL QUESTIONS RECEIVED DURRNING PRE-PROPOSAL MEETING

26. Why is the Security Engineering not required to be present at all design meetings?

- *The Security Engineer is not required to physically be present at all design meetings. There will be flexibility in virtual attendance for participation in design meetings.*

27. Was there a behavioral health component in the project?

- *Yes, this is an area, as well as mental health that is being taken into consideration as part of the programming study that is currently underway.*

28. What is the role of Construction Manager in regard to the project?

- *The Construction Manager will be part of the team along with the Owner's Representative and Design Team. The Construction Manager will manage the day-to-day construction site concerns.*

29. Are Commissioning Services part of the Design Team scope of work?

- *No, they are not part of the scope of work for the Design Team Services RFP.*

30. Is there any kind of minority business component required?

- *No.*

31. There is conflict in Liability insurance reference between the RFP and Sample Agreement. Please provide clarification.

- *If there is a concern regarding any of the terms and conditions or specific Design Team Services Agreement requirements, the exceptions shall be noted as an exception in your proposal response. If your firm is selected, these items will be part of the final contract negotiations.*



PROJECT :

LCCF Design Team Services

RFP#

23-009

PRE-PROPOSAL CONFERENCE:

Wednesday, March 22, 2023 - 1:00 PM

OPENING DATE:

Wednesday, April 12, 2023 - 11:00 AM

NAME	COMPANY	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Ed Whatley	CGI		205-545-3342	whatley@cgi.companies.com
TOM NEVLING	B. NEVLING		717-490-3287	TOMNEVLING7@gmail.com
Renee Schoop	TransSystems Formerly L.R. Kimball	615 W. Highland Ave Ebensburg PA 15531	814-242-2560	rschoop@transsystems.com
RUCHIK VYAS	TRANSYSTEMS	Ebensburg PA 15531	814-419-7855	RGVYAS@TRANSYSTEMS.COM
RANDY DAVIS	CRASTREE, ROTHBUSH & ASSOC	401 E. Warming Hill Rd MECHANICS AVENUE PA 17057	717-514-6809	rdavis@crastreearchitect.com
CSABA BALAZS	TRANSYSTEMS.	615 W. HIGHLAND AVE. EBENSBURG PA 15531	814-472-7700	CSBALAZS@TRANSYSTEMS.COM



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NAME	COMPANY	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Jeff Purcell	DJR Group	701 8th St. NW Washington, D.C.	(703) 472-4042	jpurcell@djrgroup.com
Andrew Shambach	Spotts, Stephens and McCoy	1047 N Park Rd Reading PA 19610	610 621-2000	andrew.shambach@ssmgroup.com
Paul Swartz	URS Technica, L	100 Oxford Ave Philadelphia, PA	908 260 2020	pswartz@usaadn.kets.com
Chris Anton	STV	205 W. WELSH DOUGLASSVILLE, PA	610-385-8233	CHRISTOPHER ANTONI@STVINC.COM
Brian Woodard	STV	205 West Wokah Dr. Doylestown, PA 19547	610-385-6218	brian.woodard@stvinc.com
Greg Wilson	STV	11	484-269-9501	gregory.wilson@stvinc.com



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NAME	COMPANY	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
SCOTT MACK	H.F. Lenz Co.	1407 Scallop Ave Johnstown PA 15904	814-269-9300	smack@hflenz.com
JILL BELCOTT	DEWBERRY	2401 Arlough Blvd FAIRFAX VA	703 698 9052	jbeight@dewberry.com
DUTCH FORSTATER	PSE (PA SBE)	1010 CHURCHILL LANSDALE PA 19446	215-661 1680 x107	AMG@ PROFSYS-ENG.COM
LISA TSANG	AECOM	125 Broad St NY NY.	917 302 0733	LISA-TSANG@AECOM.COM
Jacqueline Habeler	AECOM	125 Broad St NY NY	917 618 7115	jacqueline.habeler@aecom.com
TOM FORSTATER	SCHWABER GROUP	1531 E. King St #412 LANCASTER PA 17602	717-299-8965	THFORSTATER@SCHWABER.COM



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NAME	COMPANY	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Regina Todd	First Capital - Engineering	48 S. Richmond Ave. York PA 17404	717-845-3227	regina.todd@fcap.com
Frank Fox	GREENFIELD ARCHITECTS	1953 WILLIAM PENN WAY LANCASTER, PA	717-390-4609	FFOX@HIGH-NEE
Tom Marinkoski	Greenfield	1953 Wm. Penn. Way	717-390-4614	Tmarinkoski@ high.net
Lynn Knight	Minner Arch. & Eng	8894 Stanford Blvd. Columbia, MD	443-844-2051	LKnight@ mimarch.net
Kathleen Morrison	solicitor	150 N. Queen Lancaster		
Sean Clewer	CIO-IT			