### **Request for Proposals**

# The Barter Theatre Abingdon, Virginia Architectural & Engineering Services – Smith Theatre Renovation

The Barter Foundation is requesting proposals from licensed architectural and engineering firms to provide professional services including, but not limited to, Design, Bidding, Permitting, Contract Documents, Cost Estimates, and Construction Inspection.

Sealed proposals plainly marked "*RFP – Barter Theatre – Smith Theatre Renovation" on the outside of the mailing envelope*, addressed to Matt Campbell, Barter Theatre, P.O. Box 867, Abingdon, VA 24212-0867 will be accepted until **5:00 p.m. September 12th, 2025**.

An optional pre-bid walkthrough will be held on **August 25th, 2025**, between **10:00 a.m. and 12:00 p.m.** The address of Smith Theatre is 110 West Main Street, Abingdon, Virginia 24210.

Barter Theatre reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to accept any proposal, and to negotiate such terms and conditions of any proposal that may be in the best interest of the organization.

Barter Theatre is an Equal Opportunity Employer and will not discriminate on the basis of race, creed, color, sex, national origin, age, handicap, or familiar status. Local, minority, and femaleowned firms are encouraged to participate.

Requests for additional information should be directed to Mason Gragg, Project Manager at 276-783-5103 Ext. 305 or E-mail <a href="mailto:mgragg@mrpdc.org">mgragg@mrpdc.org</a>.

## Request for Proposals (RFP)

Barter Theatre, Abingdon, Virginia August 11, 2025

#### Architectural & Engineering Services – Smith Theatre Renovation

Sealed proposals plainly marked "*RFP – Barter Theatre – Smith Theatre Renovation*" on the outside of the mailing envelope, addressed to Matt Campbell, Barter Theatre, P.O. Box 867, Abingdon, VA 24212-0867 will be accepted until **5:00 p.m. September 12th, 2025**.

#### **APPLICABILITY of the A/E MANUAL:**

The Commonwealth of Virginia Construction and Professional Services Manual for Architects/Engineers (A/E Manual) shall apply to the contract awarded pursuant to this RFP and is incorporated by reference herein in its entirety. Offeror's attention is directed to Chapter 2, Definitions, for the definitions of terms used in this RFP. The terms "Agency" and "Owner" are used interchangeably in the materials referenced in this RFP and mean the organization issuing this solicitation for services and with whom the successful A/E Offeror will enter into an agreement. Offeror's attention is also directed to Chapter 3, General Terms and Conditions for Professional Service Contracts.

#### **HISTORY:**

Barter's Smith Theatre is located in historic downtown Abingdon, Virginia. Constructed in 1830 as a Protestant Methodist Church, the original building has undergone a number of changes in its almost 200-year history. In 1868, the Stonewall Jackson Female Institute opened operations, closing in 1914. After the creation of Barter Theatre by founder Robert Porterfield in 1933 the building was leased for use as a scene shop for the company. By 1961, Barter converted the space into a small theatre and renamed it the "The Playhouse". The land and building were purchased in 1965 by the Barter Foundation, but didn't undergo major renovations until 1984, at which point a small lobby space was added. In 1995, a tiered seating structure was added to the theatre and air conditioning was installed.

The most significant transformation of the building came in 2002 with a two-story backstage expansion, a new stage, electrical upgrades, rooftop HVAC equipment, and the addition of the Café at Barter Stage II. Today Barter's Smith Theatre seats 167 patrons around a trust stage that is 25 feet long by 18 feet wide.

#### **PURPOSE:**

The proposed renovation plan includes new audience seating within the theatre that replaces the 2002 seating. Stabilization and refurbishment of existing interior spaces in the theatre, including shoring up and/or replacing the stage floor and grid. In addition, fire system upgrades that include monitoring will be added to the building. These updates seek to create a sustainable space and allow for more expansive programming options. Barter is soliciting architectural and engineering services to realize the full scope and design of the project, which it plans to begin construction in January 2027, with a completion date of April 2027.

#### STATEMENT OF NEED:

The selected A/E firm(s) shall furnish all expertise, labor and resources, in accordance with the requirements of the A/E Manual, to provide complete services necessary for the completion of the following services:

Provide design development services, construction documents services, bidding or negotiation services, construction contract administration services, post construction services. More specifically, services are expected to include the following:

#### 1. Design Development Phase

- a. Prepare documents based on approved Design Documents and updated budget for Cost of the Work. Documents shall describe the refinement of the design by means of plans, sections, and elevations, typical details, and equipment layouts. Documents shall include specifications that identify major materials and systems and establish their general quality levels.
- b. Submit to the Managing Director regarding design development documents and budget for approval.

#### 2. Construction Documents Phase

- a. Upon design approval by the Managing Director, prepare working drawings and specifications necessary to solicit bids for construction of the project.
- b. Ensure design includes the stabilization and refurbishment of existing interior spaces in the theatre, including the restoration of the stage floor and support grid.
- c. Ensure plans include an adequate fire suppression system.
- d. Assist Barter Theatre with the creation of bid documentation, evaluation of bids, construction budget, and submission of documentation for site plan and building code review and approvals.

#### 3. Construction Phase

- a. Lead Barter Theatre through Contract Administration during construction, including, but not limited to, the review and approval of change orders, equipment and material submittals, payment applications, and project closeout documentation.
- b. Supervise or supervise in coordination with the appropriate construction inspection personnel for the site visits, and on-site field representation as necessary, including the identification, resolution, and/or mitigation plan of punch list items prior to acceptance by Barter Theatre.

#### 4. Interior Design Phase

a. Assist Barter Theatre in the coordination of space planning, load support, stage finish, seating, and equipment layout.

b. Communicate with designers, suppliers, and fire-system professionals to obtain the desired materials and equipment.

#### **SPECIAL QUALIFICATIONS:**

Offerors should demonstrate expertise in the following areas:

- a. Expertise in the renovation of existing historical buildings.
- b. Expertise in the creative and innovative use of existing space and applicability of the Uniform Statewide Building Code (USBC).

#### **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

#### A. GENERAL REQUIREMENTS:

1. <u>RFP Response</u>: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal must be submitted to:

Matt Cambell Managing Director Barter Theatre P.O. Box 867 Abingdon, VA 24212

Identify on outside of envelope: "RFP - Barter Theatre - Smith Theatre Renovation"

RFP Due Date: September 12th, 2025, 5:00 P.M.

The Offeror shall make no other distribution of the proposal.

#### 2. <u>Proposal Preparations:</u>

- a. The proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Managing Director will review all proposals to ensure the required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation, or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals will be reviewed and evaluated by a committee as designated by Barter Theatre and Mount Rogers Planning District Commission.
- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the Barter pursuant to the RFP shall belong exclusively to Barter Theatre and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method, such as highlighting or underlining, and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

#### **B. SPECIFIC REQUIREMENTS:**

Proposals should be as thorough and as detailed as possible so that Barter Theatre may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal in tabs as noted below:

- 1. The return of the RFP general information form and addenda, if any, signed and completed as required.
- 2. Expertise and experience of the firm relative to the scope of services contained in this RFP. This section should include recent project information of a similar type completed by the firm, along with the name and telephone number of the point of contact for each project.
- 3. Financial responsibility of the firm. The firm shall agree to carry professional liability insurance in an amount not less than 5% of the estimated cost of the total contracts that may be awarded, but in no event shall the amount of professional and liability insurance is less than \$1,000,000. The amount of insurance shall remain in effect throughout the period of responsibility of the project involved in accordance with the statute of limitations or for 5 (5) years from the issuance of the Certificate of Completion, whichever is shorter. Liability insurance in excess of the minimum requirement shall be a point of consideration in negotiations between Barter Theatre and the firm.

- 4. Geographic location of the firm relative to the project location. The firm should include a street address of the office proposed to handle the work.
- 5. Number and type of projects completed within the past five years related to the project as outlined in the scope of services.
- 6. Number, type, and value of current projects to include point of contact and telephone number for each project.
- 7. Past cost performance, scheduling performance, and general performance on past projects, to include all public projects in the past (3) years directly related to addressing the scope of service required for the RFP. This information should include the contact name and number for each project.
- 8. Identification and statement of qualifications of the principal architects/engineers and project team members who will be assigned to the project(s) for actual "hands on" work, as well as the principal assigned the project(s) for oversight responsibilities.
- 9. Identification and statement of qualifications of all additional associated architects/engineers, if any, to be used on the project(s) along with a description of their role(s) on the project team.
- **10**. Size of the firm relative to the size of the project(s).
- **11**. Current workload and ability to complete project(s) in the required time.
- **12**. Site Visits: As requested by Barter Theatre, the Offeror will arrange site visits to similar sites the firm has completed.

#### **EVALUATION AND AWARD OF CONTRACT:**

A. AWARD OF CONTRACT: Barter Theatre shall engage in individual discussions and interviews with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Offerors are encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed contract as well as alternate concepts. Proprietary information from competing offerors (including any data on estimated man hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors provided such information is duly marked as "Proprietary Information" by the Offeror and the designation is justified as required by §2.2-4342.D., Code of Virginia, as amended. At the conclusion of the informal interview, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, Barter Theatre shall rank, in the order of preference, the interviewed offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted with the offeror ranked first. If a contract satisfactory and advantageous to Barter Theatre can be negotiated at a fee considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable fee. Should Barter Theatre determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

# **B. EVALUATION CRITERIA**: Proposals shall be evaluated by Barter Theatre using the following criteria:

EVALUATION CRITERIA	WEIGHT
Expertise, experience, and qualifications of the firm's personnel in providing services as related to the Scope of Services and with respect to similar facilities.	30
Special experience and qualifications of the firm and proposed consultants as related to the Scope of Service.	30
A/E's recent (Past 5 years) experience/history in designing Project within the established "Design-not-to-exceed" budget	10
Architect's overall suitability to provide the services for this project within the time, budget, and operational constraints that may be present, and the comments and/or recommendations for the architect's previous clients, references and others.	10
Architect's experience in providing services in conformance with the State's Construction and Capital Outlay procedures including Code Standards, Accessibility, and Building efficiency.	10
Financial responsibility of the firm as evidenced by the A/E carrying Professional Liability Insurance.	5
Geographical location of the firm relative to the project location. Current and projected workloads and ability to complete the work in a timely manner.	5

**PAYMENT PROCEDURES**: Barter Theatre will authorize payment to the Contractor after receipt of the Contractor's correct invoice for services rendered. Invoices shall be sent to:

Sharryl "Shari" Jennell Finance Director Barter Theatre P.O. Box 867 Abingdon, VA 24212

**CONTRACT PERIOD**: The term of this contract, as it relates to the project, shall be for the length of the project or as otherwise specified by Barter Theatre.

## ATTACHMENT A TERMS AND CONDITIONS

#### **SPECIAL TERMS AND CONDITIONS**

- **1. AUDIT**: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Barter Theatre, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- **2.** <u>CANCELLATION OF CONTRACT</u>: The Barter Theatre reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period, upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- **3. IDENTIFICATION OF PROPOSAL ENVELOPE**: The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

Matt Campbell Managing Director Barter Theatre P.O. Box 867 Abingdon, VA 24212

The title "RFP – Barter Theatre – Smith Theatre Renovation" should be identifiable outside of the sealed envelope. If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Barter Theatre.

- **4. INDEPENDENT CONTRACTOR**: The contractor shall not be an employee of the Barter Theatre but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind the Barter Theatre, or to otherwise act on behalf of the Barter Theatre, except as the Barter Theatre may expressly authorize in writing.
- **5.** <u>INSPECTION OF JOB SITE</u>: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Barter Theatre.
- **6. SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the Barter Theatre. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Barter Theatre with the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall ensure compliance with all requirements of the contract.
- 7. COMMONWEALTH OF VIRGINIA CONSTRUCTION AND PROFESSIONAL SERVICES MANUAL FOR ARCHITECT/ENGINEERS (A/E Manual): This solicitation is subject to the provisions of the Commonwealth of Virginia Construction and Professional Services Manual for Architect/Engineers and any revisions thereto, which are hereby incorporated into this contract in their entirety except as amended or superseded herein.

#### 8. INSURANCE:

1. Prior to the start of any work under the contract, the Architect/Engineer shall provide to the Barter Theatre Certificate of Insurance Forms approved by the Barter Theatre and maintain such insurance until the completion of all project orders issued under the contract. The minimum limits of liability shall be:

Workers' Compensation--Standard Virginia Workers Compensation Policy Broad Form Comprehensive General Liability --\$1,000,000 Combined Single Limit coverage to include: Premises-Operations; Products/Completed Operations; Contractual; Independent Contractors; County and Contractor's Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.); Automobile Liability-\$100,000 Combined Single Limit

2. Professional Liability Coverage (errors and omissions), \$1,000,000 minimum

9. <u>OWNERSHIP OF MATERIALS</u>: Ownership of all materials and documentation originated and prepared pursuant to the RFP shall belong exclusively to the Barter Theatre and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.