



# City of Fredericksburg

715 Princess Anne Street, Fredericksburg, VA 22401

## REQUEST FOR PROPOSAL (RFP) # **CoF17-0118**

### Geotechnical & Environmental Professional Engineering Services

**NIGP Commodity Codes:** 90629 Environmental - Architectural Services  
92535 Environmental Engineering Services  
92546 Geotechnical Engineering Services

**Issue Date: November 14, 2016 • Due Date/Time: December 16, 2016 – 2:00 P.M. Local Prevailing Time (LPT)**

Purchasing Agent: Lynn Enders, CPPO, VCO | E-mail Address: [lenders@fredericksburgva.gov](mailto:lenders@fredericksburgva.gov)

<b>PERIOD OF CONTRACT:</b> from award of contract through January 31, 2017. (Renewable, four successive one year periods)
<b>PROPOSAL SUBMISSION:</b> Sealed proposals must be received prior to the Due Date/Time above, for furnishing the services described herein at the following address. Any proposals received after the stated time and date will be returned unopened.  Delivery address: <b>City Hall, Purchasing Office, Suite 203, 715 Princess Anne Street, Fredericksburg, VA 22401</b>
<b>PRE-PROPOSAL CONFERENCE:</b> An optional pre-proposal conference will be held at <b>11:00 AM on November 21, 2016</b> located in the City Hall, 2nd Floor Conference Room, 715 Princess Anne Street, Fredericksburg, VA 22401. The purpose of this conference is to allow Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance is not mandatory, Offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
<b>CLARIFICATION OF TERMS:</b> If any prospective Offeror has questions about the specifications or other solicitation documents, then it is the Offeror's responsibility to contact the Purchasing Agent whose name appears on the face of this solicitation, <b>in writing, no later than December 9, 2016. Oral requests for information will not be accepted.</b> No further written inquiries will be accepted after <b>4:30 P.M. local time on December 9, 2016.</b> Any revisions to the solicitation will be made only by an addendum issued by the Purchasing Agent named above. Any addenda, notifications, extensions, cancellations or changes will be posted on the City's website at <a href="http://www.fredericksburgva.gov">www.fredericksburgva.gov</a> and the Commonwealth of Virginia's e-procurement website, <a href="http://www.eva.virginia.gov">www.eva.virginia.gov</a> . No other notification is required. It is the responsibility of the prospective Offeror to obtain all current information from either the City website or the eVA website.

*The undersigned hereby offers and agrees to furnish all goods and/or services in accordance with the attached signed proposal and the mandatory requirements outlined herein, or as mutually agreed upon through subsequent negotiation.*

Company Name: _____	Email: _____
Address: _____	Telephone: _____
City/State/ZIP: _____	Fax: _____
Signature: _____	Cell: _____
Printed Name: _____	DUNS Number: _____
Title: _____	eVA Vendor ID: _____
Date: _____	Vendor SCC ID: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* § 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

## TABLE OF CONTENTS

1. GENERAL INFORMATION	3
2. STATEMENT OF NEEDS	3
3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	8
4. EVALUATION AND AWARD	11
5. OFFEROR ELIGIBILITY REQUIREMENTS AND QUALIFICATIONS	11
6. GENERAL TERMS	13
7. SPECIAL TERMS	17
8. ATTACHMENTS	18

## 1. GENERAL INFORMATION

- 1.1. PURPOSE: The City of Fredericksburg (City) is hereby requesting proposals to establish a contract through competitive negotiations (RFP) from Offerors to provide professional engineering services in accordance with the requirements stated herein. Services shall include, but not limited to: geotechnical engineering, environmental engineering, wetlands and streams consulting, hydrogeological engineering, land surveying, design, construction inspection and testing, and other related services. The City seeks the most cost effective and highest quality services; therefore, Offerors are encouraged to be creative and resourceful in proposing their most efficient methods using their most qualified personnel.

Failure to comply with the laws as identified within this RFP (whether federal, state, or local) at the time of the RFP submittal regarding your organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, individual, or professional in nature may render your RFP submittal(s), in the sole and reasonable discretion of the City, non-responsive and in that event your RFP submittal(s) may be returned without any consideration or evaluation.

- 1.2. BACKGROUND: Projects will be funded with state and local appropriations. The source of funding (i.e., state, local) will be identified for each task assigned under this contract. **The successful Offeror shall comply with all applicable state and local laws, regulations, policies and standards for acquisition and relocation activities which in part will be determined by the source of funding.** No specific amount of work is guaranteed to the Contractor as a result of any contract award resulting from this RFP. All work performed under the resultant contract shall be done under the supervision of a professional engineer, surveyor, or geologist as appropriate, licensed to practice in the Commonwealth of Virginia.

- 1.3. QUESTIONS AND ADDENDA: Any questions must be directed to the contact person listed on this RFP's cover page. A written addendum signed by that person and posted at [www.fredericksburgva.gov/Bids.aspx](http://www.fredericksburgva.gov/Bids.aspx) is the only means by which the City will issue official clarifications and information to this RFP. You are responsible for checking for addenda regularly. You may sign up for automatic notifications at: [www.fredericksburgva.gov/list.aspx?Mode=Subscribe#bids](http://www.fredericksburgva.gov/list.aspx?Mode=Subscribe#bids).

## 2. STATEMENT OF NEEDS

- 2.1. The Contractor shall provide all labor, materials, equipment, transportation, and other incidentals necessary for providing the requested services. Tasks will be assigned on an "as needed" basis. Before issuing a task, a written scope of work and fee proposal will be developed and agreed to by the City. The Contractor may be required to appear before various agencies, groups, boards, and or courts to present and explain reports and recommendations made necessary by litigation.

### 2.2. SCOPE OF SERVICES:

- A. ENVIRONMENTAL SERVICES: Environmental compliance, environmental impact, regulatory permitting, site selection, demolition of buildings, renovation of buildings, and construction of new buildings and transportation projects.

#### 1. Phase 1 Environmental Site Assessments (ESAs)

- a. Physical description of site;
- b. Determination of adjacent land use;
- c. Preparation of land use history and a review of records associated with the site, and;
- d. Submission of a written report summarizing conclusions of studies and land use recommendations.

#### 2. Phase 2 Environmental Site Assessments (ESAs)

- a. Planning and execution of a sampling program(s);

- b. Installation of and sampling from monitoring wells;
  - c. Analyzing samples obtained from sampling activities, and;
  - d. Submission of written reports summarizing results of sampling and analysis activities and recommendations for use and development of lands.
3. Phase 3 Environmental Site Assessments (ESAs)
- a. Preparation of plans and specifications for remediation of environmental problems;
  - b. Project management for remediation activities, and;
  - c. Preparation of written reports and recommendations for regulating bodies.
4. Other Environmental Services
- a. Environmental studies including, cultural and natural resources, and endangered species, and surface water impacts associated with proposed developments. This may also include environmental due diligence on property acquisitions and environmental monitoring to meet specific permit conditions;
  - b. Asbestos, lead paint and radon evaluations including management and oversight of third party contractors and consultants as required;
  - c. A variety of environmental services related to above and below ground petroleum storage tanks including, pollution prevention, spill response removal and installation issues and other services as required;
  - d. VPDES permitting, training, public outreach and general program management assistance;
  - e. Miscellaneous services including noise and odor analyses, regulatory compliance auditing, training, environmental feasibility studies, and other applications as necessary;
  - f. Hazardous materials assessment and remediation, spill response, handling and related services;
  - g. Environmental grant proposals, implementation, and administrative management; and;
  - h. Appearances before various regulatory agencies, groups and/or boards to present and explain reports and recommendations, and court appearances made necessary by litigation.
- B. WETLANDS AND STREAM CONSULTING SERVICES: Wetlands and stream delineations, obtain jurisdictional determinations, permitting and mitigation assistance, and other related services such as, property acquisitions, development and construction activities, and other applications.
- 1. Wetlands assessments and delineations using the USACE's Wetlands Delineation Manual. The Contractor shall demonstrate their ability to identify and delineate wetlands and Waters of the US using on-site evaluation techniques, reviews of aerial photography, City soil surveys, available flood maps and other resources as appropriate;
  - 2. Preparation of nationwide and individual wetlands permits including negotiations with permitting agencies and other parties associated with the permitting process, and alternative and minimization analysis and demonstrations;
  - 3. Implementation of wetlands mitigation projects including design, construction; and monitoring; Comprehensive stream and riparian buffer evaluations, including perennial stream determinations, and assessments to identify potential restoration projects;

4. Implementation of stream and riparian buffer restoration projects including design, construction, and monitoring;
  5. Appearances before various regulatory agencies, groups and/or boards to present and explain reports and recommendations, and court appearances made necessary by litigation, and;
  6. Support of activities related to the development of TMDL's and waste load allocations for impaired waters.
- C. HYDROGEOLOGICAL SERVICES: Design and construction of stormwater management systems, impoundments, regulated dams, purchase of sites, and site characterization, and/or remediation projects. The City may require preliminary hydrogeologic services to assess lands to be acquired, built upon or remediated, development of construction plans, transportation projects, and final hydrogeologic studies with recommendations for use in design and construction.
1. Field explorations including test pits, hand augers, and test borings in accordance with generally accepted standards;
  2. Installation of piezometers and groundwater monitoring wells to characterize subsurface conditions for environmental investigations, remediation projects, land acquisitions, and new construction;
  3. Non-destructive geophysical services to characterize subsurface conditions for environmental investigations, remediation projects, land acquisitions, and new construction;
  4. Laboratory and data analysis of surface water and groundwater samples;
  5. Preparation and submittal of reports summarizing findings and recommendations; and;
  6. Appearances before various agencies, groups and/or boards to present and explain reports and recommendations and court appearances made necessary by litigation.
- D. ENGINEERING DESIGN SERVICES: Services necessary for the successful completion of projects from conceptual design through final completion of construction activities. Services to include planning, design and construction management for City of Fredericksburg Capital Improvement Projects (CIPs) such as stormwater management systems, impoundment rehabilitations, regulated dams, Low Impact Developments (LID), utility improvements (e.g. water, sewer and storm system infrastructure) and site plan developments for City built projects. The City may require preliminary engineering studies and designs, final construction and bid documents, and bid phase and construction contract administration assistance. These services may also include: stormwater program management assistance that include regional stormwater quantity and quality modeling assistance, stormwater program funding strategy development, Total Maximum Daily Load (TMDL) action planning and planning and development of alternate stormwater quality programs to support the City's MS-4 Permit.
1. Conceptual and preliminary designs and/or reports for proposed capital improvement projects;
  2. Preparation of final construction drawings, technical specifications, bid and construction contract documents, and addendums;
  3. Development of opinions of probable construction costs for capital improvement projects;
  4. Provide bid phase and construction contract administration assistance to City project managers;
  5. Preparation and submittal of reports summarizing findings and recommendations;
  6. Preparation of regulatory approval plans and documents for review by various City and state agencies;

7. Regional stormwater quantity and quality modeling;
  8. TMDL Action Plan development;
  9. Stormwater program funding strategy development;
  10. Water, sewer and storm system infrastructure improvements and rehabilitation;
  11. Planning and development of alternate regional stormwater quality programs; and;
  12. Appearances before various agencies, groups and/or boards to present and explain reports and recommendations and court appearances made necessary by litigation.
- E. GEOTECHNICAL ENGINEERING SERVICES: Provide preliminary site evaluations for CIPs such as: stormwater management systems, impoundment rehabilitations, regulated dams, Low Impact Developments (LID), demolition of buildings, renovation of buildings, and construction of new buildings. As building plans are developed, the City may require final geotechnical engineering studies with recommendations for use in design and construction of buildings. All sampling and testing shall be performed by a qualified laboratory that is either:
1. Accredited in the applicable AASHTO procedures by the AASHTO Accreditation Program (AAP);
  2. Complies with the requirements of AASHTO R18 (18th edition) for those tests to be performed and compliance with R18 for those tests not covered by AASHTO Material Reference Laboratory (AMRL), or;
  3. A laboratory approved by VDOT's Materials Division or other accreditation program meeting the requirements of R18.
  4. Services shall include, but not limited to:
    - a. Field exploration including test pits, hand augers, and engineering test borings in accordance with generally accepted standards;
    - b. Laboratory classification and testing for determination of engineering properties of soils and rock;
    - c. Engineering analysis and reporting of field and laboratory samples and data;
    - d. Preparation and submittal of reports summarizing findings and recommendations;
    - e. Independent embankment and slope stability failure analysis;
    - f. Implementation of owner Construction Quality Assurance (CQA) services;
    - h. Performance of engineering inspections for foundations and structural backfills; and;
    - i. Appearances before various agencies, groups and/or boards to present and explain reports and recommendations and court appearances made necessary by litigation.
- F. LAND SURVEYING SERVICES: Provide planning, design and construction of CIPs such as: stormwater management systems, impoundment rehabilitations, regulated dams, low impact developments (LID), and site plan developments for City built projects. Services may include land surveying services for environmental compliance, site selection, research for property and easement acquisitions, demolition of buildings, renovation of buildings, and construction of new buildings.

1. Property boundary surveys and plat preparation;
2. Easement related surveys and plat preparation;
3. Research and development of compiled plats;
4. Field surveys in support of environmental investigations and delineations;
5. Construction stake out services in support of capital improvement projects; and;
6. Verification surveys to include final “as-built” and record drawings.

G. CONSTRUCTION INSPECTION AND TESTING SERVICES: Perform inspections and testing for foundations, structural backfills, concrete work, structural steel, fireproofing, bituminous asphalt, and other related services for capital improvement and transportation-related projects. All inspection and testing services shall be in accordance with the most recent, American Society for Testing Materials (ASTM) test methods or other appropriate test methods agreed to by the City. All sampling and testing shall be performed by a qualified laboratory that is either:

1. Accredited in the applicable AASHTO procedures by the AASHTO Accreditation Program (AAP);
2. Complies with the requirements of AASHTO R18 (18th edition) for those tests to be performed and compliance with R18 for those tests not covered by AASHTO Material Reference Laboratory (AMRL), or;
3. A laboratory approved by VDOT's Materials Division or other accreditation program meeting the requirements of R18.
4. Services shall include, but not limited to:
  - a. Structural backfills including:
    - Determination of moisture density relationship of soil and fill materials;
    - Classification of soil, rock and fill materials;
    - Field testing of compacted fill materials, and;
    - Related services required to assure conformance with project plans and specifications.
  - b. Concrete inspection and testing including:
    - Inspection of reinforcing steel;
    - Field sampling and laboratory analysis of concrete;
    - Preparation and recommendation of mix designs;
    - Inspection of form work;
    - Non-destructive testing of cast in place concrete and reinforcing steel, and;
    - Related services required to assure conformance with project plans and specifications.
  - c. Structural steel and fireproofing including:
    - Field and shop inspection of steel;
    - Field and shop inspection of welded and bolted connections;
    - Inspection of fireproofing, and;
    - Related services required to assure conformance with project plans and specifications.
  - d. Bituminous asphalt services including:
    - Laboratory, plant and/or site testing and analysis;
    - Design and proportioning of mixtures;
    - Testing for product compliance;

- Testing for paving applications, compaction, thicknesses, etc.;
- Evaluation of pavement after installation, and;
- Related services required to assure conformance with project plans and specifications.

H. REPORTS: The Contractor shall prepare written reports documenting all study parameters, site conditions, recommendations, test findings, etc., and shall deliver the reports to the City project representative in a timely manner. All such reports and documents shall become property of the City for such uses as it may determine.

### 3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

#### 3.1. GENERAL INSTRUCTIONS

A. RFP Response: In order to be considered for selection, Offerors must submit a complete response to the RFP as follows:

1. One (1) original, so marked, and four (4) copies of each proposal.
2. A digital version of the proposal in PDF or DOCX format on a USB or CD.
3. A digital version of the redacted proposal in PDF or DOCX format on the same USB or CD, if possible.

B. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Purchasing requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. 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 if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
5. 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.

6. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City 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 § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. (Reference Attachment C)
- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.
- 3.2. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required services. Offerors should include in their Proposals a description of any significant task not listed in the Statement of Needs which they know to be necessary, either as reimbursable expenses under the Contract or as a service to be contracted for separately by the City. Offerors are encouraged to provide additional services which will enhance their ability to meet the City's objectives. The City may add or make changes to the Statement of Needs of this RFP for services, as mutually agreed to and at a price mutually agreed upon, of a similar nature to those specified in the Scope of Services. Offerors are required to submit the following items as a complete proposal:
- A. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
  - B. Complete and return all required Attachments as identified in this solicitation.
  - C. A written narrative statement to include: Offerors shall provide an Executive Summary containing a brief description of their proposal and indicate which service categories the Offeror is responding to and the approach to providing those services. The Executive Summary shall not exceed five (5) pages.
    1. Provide a description of all services proposed to satisfy the requirements described herein. Please describe any supplemental services being offered which may be beneficial to the City.
    2. Include a brief statement of the firm's experience in providing the requested services. This statement should include specific experience associated with land acquisition services and a demonstrated understanding of federal, state and local laws and procedures.
    3. List key professional staff (name, title, years of experience, years with current firm) assigned to this contract and describe their experience performing work on similar contracts. Provide an organizational chart showing all individuals assigned to the contract.
      - a. All individuals identified as Key personnel in the RFP shall remain on the Consultant's Team for the duration of the procurement process and, if the consultant is awarded a contract, the duration of the contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to the City of Fredericksburg's Project Manager, who, at his/her sole discretion, will determine whether to authorize a change. Unauthorized changes to the Consultant's Team at any time during the procurement process may result in elimination of the Consultant's Team from further consideration.

4. If subconsultant/subcontractor services will be used, describe all services they will provide and their qualifications and that of key staff to be assigned to the contract. If more than one firm will participate in the contract, state the type of arrangement between the firms, the names and addresses of all firms, description of the work that each firm will perform, and the percentage of work to be performed by each. Indicate office locations at which the work will be performed. A one page organizational chart showing all firms involved and key personnel assignments and responsibilities is required to be included.
4. Experience and References: Offeror shall provide a general description of similar services previously provided by the Offeror team members to other entities or organizations.
  - a. Provide a representative list of clients within the past three years for whom similar services have been provided and the dates when the service were provided. Include client name, address, telephone number, description of type of services performed, and a point of contact who is familiar with the services rendered.
  - b. Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly.
5. Affiliate: Any business entity which is closely associated to another business entity so that one entity controls or has the power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms which are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers serving are not considered affiliates.
7. Approach to Providing Services: The proposals shall contain a detailed description of the approach to providing services for the service category the Offeror is responding to. The approach description shall provide sufficient information to enable the City to understand and evaluate the Offeror's plan to meet the requirements of the services requested
  - a. The Offerors should strive to assemble team members that provide the wide range of services noted in the Statement of Needs and describe how the team will work in coordination with the City to meet the objectives of the tasks assigned under this contract.
  - b. The Offeror's approach description shall contain a staffing plan with an organizational chart(s) indicating the resources and individuals to be dedicated to the services required. The staffing plan should include the number, names where possible, and the capabilities and experience of the employees to be assigned to the contract. The staffing plan should also include the ability of the Offeror team to respond in a timely manner to requests from the City and the Offeror team resources to be dedicated to the provision of the services required. Such staffing information should include the practice of professional services in Virginia, including, but not limited to, those practicing or offering to practice engineering, surveying, hydrologic and hydraulic analysis, geotechnical analysis and landscape architecture. Information should include full size copies of appropriate commercial professional registrations and licenses for all main and branch offices proposed for this RFP, as well as providing full size copies of appropriate individual registrations/licenses for those professional occupations per the requirements listed below. The RFP should convey the requested information for each regulant by the use of a concise table or matrix.
    - The SCC registration detailing the name, registration number, type of corporation and status of the business entity.

- For this Project/Contract, the DPOR registration information for each office practicing or offering to practice any professional services in Virginia: Provide the business name, address, registration type, registration number, expiration date.
- For this Project/Contract, the DPOR license information for each of your Key Personnel practicing or offering to practice professional services in Virginia: Provide the name, the address, type, the registration number, and the expiration date. Provide the office location where each of the Key Personnel is offering to practice professional services.
- For this Project/Contract, the DPOR license information for those services not regulated by the Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers, and Landscape Architects (i.e. real estate appraisal): the business name, the address, the registration type, the registration number, and the expiration date.

c. The Offerors shall include their policy statement regarding Equal Employment.

#### 4. EVALUATION AND AWARD CRITERIA

4.1. EVALUATION CRITERIA: The Community Planning & Building Department will review all proposals received by the proposal submission deadline. Proposals must be complete and responsive to all sections of the RFP. Proposals shall be evaluated by the City using the following criteria:

Criteria	Weight
Approach to Providing Services	40
Personnel's Experience In Similar Type of Services	30
Organization Capability	20
Qualifications of Project Manager	10
<b>Total</b>	<b>100</b>

#### 5. OFFEROR ELIGIBILITY REQUIREMENTS AND QUALIFICATIONS

The following requirements and qualifications are MANDATORY and pertain to the solicitation only. Compliance will determine if Offeror may be deemed eligible for award.

- 5.1 DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- 5.2 MANDATORY USE OF CITY FORM AND TERMS FOR RFPs: Failure to submit a proposal on the official City form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 5.3 QUALIFICATIONS OF OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the City all such information and data for this purpose as may be requested. **Verification of stated qualifications should be provided with the Offeror's response.** The City reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- 5.4 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By their signature on this solicitation, Offerors certify and warrant that their firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all goods/services specified or fulfill the requirements delineated herein.
- 5.5 MULTIPLE PROPOSALS FROM ONE ENTITY: More than one proposal received in response to a single solicitation from a legal entity under the same or different names will be rejected. An entity acting only as a subcontractor may be included as a subcontractor for two or more offerors. Proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors.
- 5.6 VIRGINIA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the City's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- 5.7 ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the City website, [www.fredericksburgva.gov](http://www.fredericksburgva.gov), and the eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of ten (10) days.
- 5.8 AWARD: The City shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services by category. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the City shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price 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 price. The City reserves the right to make multiple awards as a result of this solicitation. Should the City 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.

The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to Offeror(s). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

## 6. GENERAL TERMS

- 6.1 AUTHORIZATION TO DO BUSINESS IN VIRGINIA. Contractor is authorized to do business in Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 of the Virginia Code. Contractor will not allow its existence to lapse or its certificate of authority or registration to do business in Virginia to be revoked or cancelled during the term of this contract.
- 6.2 RELATION TO CITY. Contractor is an independent contractor of the City. This contract does not create an employment relationship between the City and Contractor or any of its employees.
- 6.3 PRIME CONTRACTOR AND SUBCONTRACTORS. Contractor has prime responsibility for all services and goods to be provided under this contract, specifically including adequate supervision of work to be performed. This contract is only between Contractor and the City, and Contractor accepts full responsibility for the work performed and goods provided by, and the acts and omissions of, its subcontractors.

Subcontractor will not subcontract for any part of this contract without the advance written permission of the City Purchasing Agent. Contractor will provide the names, qualifications, and experience of any proposed subcontractors to the City Purchasing Agent.

- 6.4 MODIFICATIONS. Only the City Manager or City Purchasing Agent may modify this contract on behalf of the City. Only the original signatory of the contract on behalf of Contractor, or another individual authorized in writing by Contractor to modify the contract, may modify the contract on behalf of Contractor. Modifications to this contract can only be authorized in accordance with Code of Virginia § 2.2-4309. Modifications can only be authorized by the following methods:

City and Contractor may agree in writing to modify the terms of the contract. Any additional goods or services to be provided must be of a sort that is ancillary to, or within the same broad product or services categories as, those provided for in the original contract.

The City may issue written change orders for changes such as services to be performed, methods of packing or shipping, and place of delivery or installation. If Contractor determines that the change order will not necessitate a change in compensation or schedule, Contractor will comply with the change order upon receipt. If Contractor determines that the change order will necessitate a change in compensation or schedule, Contractor will notify the City of that determination, and only proceed to comply with the change order upon the City's written approval.

The contract may be renewed by agreement if provided for in the description of the contract term.

Contractor shall not require any employee or agent of the City other than the City Manager or Purchasing Agent to execute any additional contract, license, or other agreement pertaining to this contract.

- 6.5 FREEDOM OF INFORMATION ACT. All records pertaining to this contract may be open to inspection by the public under the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et. seq*) unless specifically exempted under the Act (including records properly exempted under Code of Virginia § 2.2-4342).
- 6.6 AUDIT. Contractor will retain all records related to this contract for 5 years after final payment or until audited by the City, whichever comes first. The City may inspect these records upon reasonable notice to Contractor.
- 6.7 ETHICS IN PUBLIC CONTRACTING. Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- 6.8 IMMIGRATION. Contractor does not, and will not during the performance of this contract, knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986. Contractor will register

for and participate in the federal E-Verify Program if required to do so under Code of Virginia § 2.2-4308.2. Contractor will provide the City with a copy of their E-Verify “Maintain Company” page to the City upon request. Failure to comply with E-Verify requirements subjects Contractor to automatic disbarment from City procurement until the requirements are met.

- 6.9 NON-DISCRIMINATION. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor will post in conspicuous places, available to employees and applicants for employment, notices stating the terms of this section.

Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that the contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation are sufficient for the purposes of this section.

Contractor will include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.

Contractor will conform to the Federal Civil Rights Act of 1964, the Virginia Fair Employment Contracting Act of 1975, the Virginians with Disabilities Act, and § 2.2-4343.1E of the Virginia Public Procurement Act.

- 6.10 DRUG-FREE WORKPLACE. Contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor’s workplace and specifying the actions that will be taken against employees for violating that prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.

- 6.11 PAYMENT. Contractor must provide its federal employer identification number and W-9 to the City before requesting payment.

Contractor will submit itemized invoices, with appropriate documentation, to the City, at the payment address shown on the purchase order or contract. All invoices must show the City contract or purchase order number and Contractor’s federal employer identification number. No invoice may include any cost other than those listed in the contract or in an individual purchase order referencing the contract.

The City will pay invoices within 30 days of receipt. Any invoice not paid within 30 days will accrue 1% interest per month. When payment is made by mail, the date of the postmark will be considered the date of payment. If offset proceedings have been instituted under the Virginia Debt Collection Act, the date of offset will be considered the date of payment.

Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time an order is placed. In these cases, payments are contingent on the City’s determination that all invoiced charges are reasonable. The City will notify Contractor within 30 days of invoice of any charges it determines to be unreasonable. Payment for those charges will be suspended until a settlement is reached. Contractor will not take legal action concerning the charges unless a settlement is not reached within 30 days of notification.

The City encourages Contractors to accept electronic and credit card payments.

- 6.12 SUBCONTRACTOR PAYMENTS. Within 7 days after receipt of payment by the City for work performed by a subcontractor, Contractor shall a) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the subcontractor's work, or b) notify the City and the subcontractor, in writing, of Contractor's intention to withhold payment and the reason for withholding the payment.

Contractor will pay interest of 1% per month to subcontractors on all amounts owed to the subcontractors which has not been paid or withheld under the terms of the preceding paragraph.

Contractor must require individual subcontractors to provide their social security numbers, and proprietorship, partnership, and corporate subcontractors to provide their federal employee identification numbers. Contractor will provide this information to the City upon request.

Contractor must require subcontractors to include the terms of this section in all contracts with other subcontractors.

- 6.13 NON-APPROPRIATION. All funds for payments after June 30 of the current fiscal year are subject to appropriation by the City Council. If Council does not appropriate the required funds, the City will terminate this contract on June 30 of the then-current fiscal year.

- 6.14 INDEMNIFICATION. Contractor will save, defend, hold harmless, and indemnify the City, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with Contractor's negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor in performance or nonperformance of its work under the contract. This indemnification survives the termination of the contract.

- 6.15 INSURANCE. Contractor and any subcontractors will maintain the following insurance coverage, provided by insurance companies authorized by the Virginia SCC to offer insurance in Virginia, during the entire term of the contract. Contractor will provide copies of its Certificates of Insurance to the City.

- a. Workers' Compensation—as required by law.
- b. Employer's Liability--\$100,000.
- c. Commercial General Liability--\$1,000,000 per occurrence and \$2,000,000 in the aggregate. The City must be named as an additional insured on this policy.
- d. Automobile Liability -- \$1,000,000 combined single limit, if any motor vehicle not owned by the City is to be used in performance of the contract.
- e. Professional Liability (i.e. Errors and Omissions)--\$2,000,000 per wrongful act, \$3,000,000 annual policy claims aggregate, if the contract is for accounting, architecture, asbestos contracting, healthcare, insurance/risk management, legal services, engineering, or surveying.

- 6.16 LICENSING. Contractor will maintain all licenses and certifications required by applicable federal, state, and local governmental entities for provision of the goods and services to be provided under this contract.

- 6.17 ASSIGNMENT. Contractor will not assign or otherwise transfer any of its rights, obligations, or interests in this contract without the written permission of the City.

- 6.18 CHOICE OF LAW, VENUE. This contract is governed by Virginia law. The Circuit Court of Fredericksburg, Virginia is the exclusive venue for any litigation regarding this contract.

- 6.19 CLAIMS. Contractor must notify the City in writing of its intention to file a claim at the time of the occurrence or beginning of the work upon which the claim is based. All claims must be submitted less than 60 days after the final contract payment.
- 6.20 DISPUTE RESOLUTION. The parties will first endeavor to resolve any disputes, claims, or other matters in question between them through direct negotiations, and if direct negotiations fail, by non-binding mediation, with the exclusive venue of the mediation being the City of Fredericksburg. Should the dispute remain unresolved either (i) following negotiation and mediation, or (ii) more than 90 days after a party has requested mediation, either party may institute a lawsuit or chancery action, as appropriate, in Fredericksburg Circuit Court, and may pursue all available appeals in Virginia state courts, to the extent they have jurisdiction. Any agreement reached in mediation must be reduced to writing and executed by the parties; upon execution, the agreement will be enforceable as a settlement agreement.
- 6.21 DEFAULT. The City is in default 1) if it fails to pay any amount due to Contractor; or 2) upon any other material failure to comply with the terms of the contract. Contractor is in default upon any material failure to comply with the terms of the contract.

A party alleging that the other party is in default must provide the allegedly defaulting party with written notice specifying the alleged default and allow 30 days for the default to be cured.

- 6.22 REMEDIES. If the City does not cure a default after receiving notice, Contractor may a) terminate this contract, and b) exercise all remedies available at law. If Contractor does not cure a default after receiving notice, the City may a) terminate the contract, b) exercise all remedies available at law, and c) collect liquidated damages if available under Special Contract Terms. If the default is a failure to provide required goods or services, the City may, upon written notice to Contractor, procure those goods or services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs.
- 6.23 TERMINATION. The City may terminate this contract for any reason upon 30 days notice to Contractor. The City will promptly pay all amounts already earned by Contractor and reasonable expenses incurred in reliance upon the contract, up to the effective date of the termination. Receipt of the notice does not affect Contractor's obligations under the contract, including fulfillment of outstanding orders, up to the effective date of termination.

The parties can agree to terminate this contract at any time.

- 6.24 NOTICES. Any notices pertaining to this contract must be sent by first-class mail to:

To the City:  
 Fredericksburg City Manager  
 P.O. Box 7447  
 Fredericksburg, Virginia 22404-7447

To the Contractor:  
 The address listed on Contractor's Proposal or Bid. Contractor may change its address for notices by notifying the City in writing of the change.

- 6.25 SEVERABILITY. If a court declares any part of this contract to be invalid, void, or unenforceable, the rest of the contract remains in effect.
- 6.26 STRICT PERFORMANCE. The failure of a party to insist upon the other party's strict performance of the terms of the contract is not a waiver of the right to insist upon strict performance of those terms at a later time.
- 6.27 ACCEPTANCE OF GOODS/SERVICES: Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the City. The goods/services must comply with the specifications and terms and conditions of the Request and



The envelope should be addressed as directed on the Cover Page of the solicitation.

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. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- 7.4 **RENEWAL OF CONTRACT:** This contract may be renewed by the City for four (4) successive one year periods under the terms and conditions of the original contract except as stated in A and B below. Price increases may be negotiated only at the time of renewal. Written notice of the City's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- A. If the City elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Consumer Price Index – Urban Wage Earners and Clerical Workers <http://data.bls.gov/cgi-bin/surveymost?cw>, Washington-Baltimore All Items, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics.
- B. If during any subsequent renewal periods, the City elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Consumer Price Index - Urban Wage Earners and Clerical Workers <http://data.bls.gov/cgi-bin/surveymost?cw>, Washington-Baltimore All Items, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics.
- 7.5 **USAGE REPORTS:** Upon request, the Contractor shall provide a summary of all services provided for all City departments, to include dates of services, project locations, and associated costs.

## 8. **ATTACHMENTS**

- Attachment A - Vendor Data Sheet
- Attachment B - Virginia State Corporation Commission Registration Information
- Attachment C - Proprietary/Confidential Information Identification
- Attachment D - Deviations Exceptions Exhibit

# ATTACHMENT A

## VENDOR DATA SHEET

**Note: The following information is required as part of your response to this solicitation.**

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:  
\_\_\_\_\_ Years    \_\_\_\_\_ Months

4. Vendor Information: eVA Vendor ID or DUNS No.: \_\_\_\_\_

5. Indicate below a listing of at least three (3) recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address and telephone number of the point of contact.

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_(\_\_\_\_)\_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_(\_\_\_\_)\_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_(\_\_\_\_)\_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

# ATTACHMENT B

## STATE CORPORATION COMMISSION FORM

**Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:**

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_

**-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

**-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror’s out-of-state location)

**-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
Print

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

**Name of Firm:** \_\_\_\_\_



# ATTACHMENT D

## DEVIATIONS EXCEPTIONS EXHIBIT

Name of Offeror: \_\_\_\_\_

Please list any deviations to RFP specifications below: