

REQUEST FOR PROPOSAL (RFP) PROFESSIONAL SERVICES



Issue Date: February 24, 2020

RFP#ENGINEERING SERVICES-STORMWATER/STREAM RESTORATION/20-34

Title: ENGINEERING SERVICES FOR STORMWATER MANAGEMENT, GREEN INFRASTRUCTURE, AND STREAM RESTORATION

Department and/or Location Where Work Will Be Performed: City of Charlottesville
Public Works
305 4th Street NW
Charlottesville, VA. 22903

Initial Period Of Contract: For a period of one year from the date of ratified contract with the option to renew for up to four (4) additional one year terms if agreed upon in writing by both parties.

Sealed Proposals Will Be Received Until **4:00 p.m. local prevailing time on MARCH 25, 2020**. Proposals received after the announced time and date for receipt will not be considered. **No telephoned, faxed, or emailed proposals will be considered.**

The face of the envelope or shipping container should be clearly marked in the lower left hand corner as follows:

RFP# ENGINEERING SERVICES-STORMWATER/STREAM RESTORATION/20-34
TITLE: ENGINEERING SERVICES FOR STORMWATER MANAGEMENT, GREEN INFRASTRUCTURE,
AND STREAM RESTORATION
PROPOSALS DUE: MARCH 25, 2020

All Inquiries For Information Should Submitted in Writing and Be Directed To: Crystal L. Weller, CPPB, VCO, Procurement Supervisor, at purchasing@charlottesville.org.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:

City of Charlottesville
Procurement and Risk Management Services
325 4th St., NW
Charlottesville, VA 22903

OFFERORS HAND DELIVERING PROPOSALS CAN OBTAIN A MAP SHOWING THE CITY VISITOR PARKING LOCATION, ON THE CITY'S WEBSITE AT: WWW.CHARLOTTESVILLE.ORG/PURCHASING, (CLICK ON CURRENT PROJECTS TO OBTAIN A MAP).

**TO RECEIVE A COMPLETE BID PACKAGE,
PLEASE VISIT OUR WEBPAGE AT
WWW.CHARLOTTESVILLE.ORG/PURCHASING
AND CLICK ON CURRENT PROJECTS.**

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.

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- I. **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit proposals to establish a term contract through competitive negotiation for the procurement of professional engineering services for stormwater management, green infrastructure, and stream restoration projects for the City of Charlottesville (City). The term contract will include project types such as those listed herein. The successful Offeror will be required to provide complete design and consulting services for all, or specific types, of the various project types listed.

The City of Charlottesville reserves the right at all times to perform work in-house or to award large projects through a separate procurement process.

- II. **MINORITY BUSINESS PROGRAM:** As part of the City of Charlottesville's Minority Business Program, the City of Charlottesville encourages the participation of small, women, minority, veteran and micro-owned businesses (SWaM-O) in the City's procurement transactions. In order to support and build up the capacity of SWaM-O businesses, City Council and staff have taken steps to push forward policy changes and initiatives to help reduce barriers to doing business with the City. To find out more about the current City of Charlottesville initiatives and programs please visit the Minority Business Program website at <http://www.charlottesville.org/business/minority-business-program>.

- III. **BACKGROUND:** The City of Charlottesville is seeking professional services from licensed and qualified firms to provide services related to stormwater management and stream restoration.

Tasks that may be associated with this RFP include: site assessment, analyses, planning, design, and construction administration on both public and privately owned properties.

The types of projects that may be awarded under this RFP include, but are not limited to:

- Design and construction administration of stormwater management improvements, retrofits, etc.;
- Design and construction administration of stream restoration projects with an emphasis on natural channel design;
- Site-level and watershed-based stormwater management and stormwater management facilities;
- Landscape design/architecture related to water resources projects;
- Assistance with Total Maximum Daily Load (TMDL) compliance;
- Assistance with Municipal Separate Storm Sewer System (MS4) permit compliance;
- Mapping, assessment, and modeling of stormwater management infrastructure;
- Drainage studies;
- Stream studies;
- Watershed studies;
- Improvements to City policies, procedures, and codes.

- IV. **STATEMENT OF NEEDS:** The successful Offeror shall comply with all applicable federal, state and local laws, rules and regulations applicable to the provision and performance by the successful offeror of the work and services that are the subject of the contract.

A. The successful offeror(s) shall have the ability to provide the following services on a per project basis:

1. Conduct field surveys, analyze/assess existing facilities, site conditions, & programming, and review all existing plans and data as necessary;
2. Attend and participate in meetings with City staff, project partners, neighborhood groups and other interested parties to discuss ideas to be incorporated in the projects and to assist the City's staff in defining its project criteria;
3. Meet, counsel, and consult with City staff and, if appropriate, the Charlottesville School Board, the Board of Architectural Review, the City Planning Commission, the City Council and other interested parties throughout the design process (including but not limited to the Albemarle County Architectural Review Board, Planning Commission and Board of Supervisors);
4. Prepare all documents pertaining to site plan approval, site plan amendment, rezoning, critical slope and floodplain ordinance waivers, etc. as required to obtain approval for construction of planned projects; present and defend submitted site plan documents to the respective jurisdictional authority, as needed.

5. Prepare documents needed to apply for and receive approval of permits required for construction of planned projects. Permits may include: local erosion and sediment control and stormwater management permits from the City of Charlottesville and Albemarle County, state permits from the Virginia Department of Environmental Quality, and federal permits from the United States Army Corps of Engineers.
 6. Conduct research to define the project scope; provide preliminary design; design development; cost estimations; and detailed design for construction including final cost estimates and all necessary construction documents. All such documents shall be submitted in a format(s) suitable to the City and shall be sealed with the Professional's certification stamp;
 7. Assist in the bidding process; including assistance developing bid documents, facilitation of pre-bid meeting, bid analysis and evaluation of bidder references and qualifications; and,
 8. Assist with construction administration, survey, and inspections, as requested by the City.
 9. Conduct periodic inspections and monitoring of projects in the years following construction to verify proper operation and maintenance (may or may not be part of a permit requirement).
- B. The City of Charlottesville contemplates that the work to be performed under this term contract will take place on a primarily institutional or residential scale and will be varied in scope and size. Projects may take place on both publically and privately owned land. Specific project types may include, but not necessarily be limited to: complete green infrastructure design, complete stormwater management facility design, replacement/retrofit of existing stormwater management facilities, complete stream restoration design, and all supporting consultant design and engineering components associated with such work, such as:
1. Complete Site Design (Lead or 'Prime' Engineering Service): Provide all engineering services (including all necessary sub-consultant services including, but not limited to, all those listed directly below) required to completely design new green infrastructure, stream restoration, and stormwater management facilities or retrofit existing facilities.
 2. Landscape Design: Provide all landscape design services required to create or restore resilient native landscapes and natural plant communities.
 3. Electrical and/or Mechanical Engineering (Supporting Architectural Service): Provide all engineering services required to completely design new - renovate existing - electrical and/or mechanical, if necessary based upon selected facility design.
 4. Structural Engineering (Supporting Architectural Service): Provide all engineering services required to completely design new structural systems or analyze existing structural systems, bridge structure repairs, etc.
 5. Utility Engineering (Supporting Architectural Service): Provide all engineering services required to completely design new or renovate all types of utility delivery systems; the professional should be specifically skilled in the design of potable water, waste water, and stormwater, systems.

C. Drainage and Water Quality Improvement Projects:

Services include improvements for the conveyance of and/or treatment of storm drainage or stormwater management facilities in selected areas and at specific locations throughout the City of Charlottesville.

The Offeror shall provide the necessary plans, specifications, contract documents, and final applications or environmental permits in order to solicit competitive bids for construction of the improvements. Said plans and specifications shall include, but not necessarily be limited to, the following items:

1. Stream Restoration Design (e.g., natural channel design, legacy sediment removal, regenerative stormwater conveyance)

2. Green Infrastructure Design
2. Enclosed Storm Sewer Design
3. Open Channel Design
4. Stormwater Management Facilities
5. Flood Routing
6. Survey/Platting
7. Utility Designation and Relocation
8. Earthwork
9. Stormwater Outfall Stabilization/Restoration
10. Landscape/Habitat Restoration
11. Other types of professional services of a nature consistent with the intent of this RFP

Task Order Release Procedure

For purposes of this solicitation and any resulting contract, City of Charlottesville’s “Purchase Order” is described as a “Task Order”.

1. The City will contact the awarded Offeror and indicate the type of work and details of the project.
2. The Offeror will submit a scope of work to the City outlining the following:
 - a. detailed scope
 - b. information needed (if any) from the City
 - c. hours to complete the project
 - d. the skill set needed (i.e. Technician, Engineer...)
 - e. associated hourly rate for each skill set per contract pricing
 - f. schedule for start and completion
3. The City will review the scope of work and associated details and address any concerns with the Offeror until a suitable scope of work is accepted.
4. The City will issue a Task Order against the contract and submit it to the Offeror to initiate the work defined in step 3. The Task Order verifies funds availability before the work begins.

Initial Task Orders:

The City has been awarded funding under a 50% cost share grant from the Virginia Department of Environmental Quality (DEQ) through the Stormwater Local Assistance Fund (SLAF). The City has the matching funds available to complete these projects and intends to issue task orders for the following sites as Task Orders #1, #2, and #3 under this contract, with subsequent work to follow:

Project #1 – Meadow Creek Gardens Stream Restoration – SR-02 Meadow Creek (Upstream)

The project is an urban stream restoration of approximately 1,580 linear feet of Meadow Creek in the City’s Meadow Creek Gardens Park. Originally acquired in 1963 as a park, Meadow Creek Gardens Park has since evolved into a set of seventy-three garden plots where residents can rent space to grow flowers and vegetables. The Rivanna Trail system runs through the park and a 9-hole disc golf course opened in 2015. The remainder of the twenty acre park has been left undeveloped. Meadow Creek meanders along the entire southeast portion of the park.

Project #2 – River Run Pen Park Stream Restoration

The project is an urban stream restoration of approximately 280 linear feet of an unnamed tributary of the Rivanna River in the City’s Pen Park. The project will build upon a previous SLAF funded stream restoration on the immediately upstream reach of the tributary, which was completed as a partnership between Albemarle County and the City of Charlottesville. The goal of this restoration is to reduce stream bank and bed erosion in order to reduce nutrient and sediment pollution, and provide improved aquatic and riparian habitat.

Project #3 – Schenks Branch Tributary Stream Restoration

The project is an urban stream restoration of approximately 1,030 linear feet of an unnamed tributary of Schenks Branch in the City's McIntire Park. The restoration is to reduce stream bank and bed erosion in order to reduce nutrient and sediment pollution, provide improved aquatic and riparian habitat, and enhance public education and recreation opportunities. The project is sited in the to-be-constructed McIntire Botanical Garden.

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP ("Proposal").
 - a. One (1) printed version original marked "*Original*" and (4) copies of each Proposal shall be transmitted to the City, along with an electronic copy of the proposal on CD either in Microsoft Word or PDF format of same. **The City will accept flash drives or USB sticks.**
 - b. In addition, should the proposal contain proprietary information, submit one (1) redacted printed version with proprietary portions removed or blacked out marked "*Redacted Copy*" along with an electronic copy on CD either in Microsoft Word or PDF format of same. **The City will accept flash drives or USB sticks.**

These items must be submitted to the City as a complete sealed proposal. No other distribution of the proposal shall be made by the Offeror.

Proposals must be submitted by the date and time stated in the solicitation. Proposals will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the Offeror to ensure timely and correct delivery of proposal.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror.
- b. Each Proposal must be and remain valid for a period of at least sixty (60) days from the date set by this RFP for receipt of Proposals.
- c. All information requested or required by this RFP must be submitted. Failure to submit all information requested may result in an Offeror's Proposal being rejected.
- d. Proposals should be prepared simply, providing a clear, straightforward, concise description of the Offeror's qualifications and suitability to provide the required services, and of the Offeror's capabilities, in all respects, to perform fully the requirements of this RFP, and the Offeror's integrity and reliability that will assure good faith performance of the Project requirements.
- e. 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-paragraph, 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-paragraph number 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.

- f. As used in this RFP, the terms "must", "will" and "shall" identify mandatory requirements. Items labeled as "should" or "may" are highly desirable, and are preferred. Depending on the overall quality and completeness of a Proposal, inability of an Offeror to satisfy a "must", "will" or "shall" requirement may not automatically remove that Offeror from consideration; however, it may affect the overall rating of the Offerors' proposal.
 - g. 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.
 - h. All proceedings, records, contracts and other records relating to this procurement transaction shall be open 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. Offerors, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of a contract by the City.
 - i. All costs of proposal preparation and presentation shall be borne by each Offeror. The City is not liable for any cost incurred by the offeror prior to issuance of a contract.
3. 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.
- B. 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 goods/services. Offerors are required to submit the following items as a complete proposal:

PROPOSALS ARE LIMITED TO A MAXIMUM OF 50 SINGLE SIDED PAGES.

1. Section 1 – Methodology and Practice: Provide a description of methodology of the Offerors' design and management processes incorporating an understanding of the goals and criteria of this proposal and how the offeror intends to meet those goals and criteria.
2. Section 2 – Staff and Experience: A written narrative statement to include:
 - Detail the offerors' experience in providing the services described herein, using local government clients as examples if possible. Include examples of specific and relevant projects completed. For these projects, include:
 - Overview of, need for, and goals of the project
 - Major design elements
 - Initial project budget, final project cost, and any change orders
 - Long term performance, stability, and/or maintenance needs of project
 - Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, consultants, and sub-consultants to be assigned to the project, and their role(s) on the proposed team. Provide the length (years/months and number of projects) of relationship the offeror has with the proposed employees, consultants, and sub-consultants; relevant experience the team has providing similar services; past success of the team in delivering services and projects in

a timely manner; experience the team has administering contracts for local government or entities similar to the City of Charlottesville, particularly within the Commonwealth of Virginia.

- Resumes of staff to be assigned to the project. **LIMITED TO 10 RESUMES OF KEY STAFF.**
- References: Provide at least four (4) references for which work of a similar nature to that described herein was performed within the past three (3) years. The references should include the name, title, address, phone number, and email for the person on the owner's team most intimate with the details of project being referenced. See Attachment D - Offeror Data Sheet. Qualifications statements and one page maximum resumes shall include the individuals' experience on other similar projects.
- Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or 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 bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

3. Section 3 – Project Examples: Provide examples for how this same or similar type of work was completed for a similar locality.

Each example should highlight the following at a minimum:

- Challenges faced and what was recommended to overcome those challenges.
- Solutions that were planned or implemented to achieve the recommendations.
- Lessons learned and how those lessons could inform future efforts.
- Creative solutions and ideas.

4. Section 4 - Additional Information: This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.

- Attachment B – Signature Sheet
- Attachment C – State Corporation Commission Form
- Attachment E – Certification of No Collusion
- Attachment F – Proprietary/Confidential Information Identification
- Attachment G – Small, Women, Minority and Veteran-Owned Business Objectives
- Insurance: See General Terms and Conditions Section. Insurance for coverages and limits required by the City.

VI. EVALUATION AND AWARD CRITERIA: This section is in two parts. The first part, "Evaluation Criteria," explains how the proposals will be evaluated. The second part is the "Award of Contract" clause that states how the award will be made.

A. EVALUATION CRITERIA: Proposals shall be evaluated by the City of Charlottesville using the following criteria:

1. **Explanation of Methodology & Practice** (Weight: 20%)

Specific plans or methodology to be used to perform the services. The ability, capacity, and skill of the firm to perform the work described herein in a manner consistent with the City's objectives. This section shall highlight the ability of the offeror to complete the work.

2. **Company History and Staff** (Weight: 35%)

Qualifications and experience of firm and offeror's staff to be assigned to perform the services. The ability, experience, and continuity of the proposed staff, consultants, and sub-consultants to be assigned to the project including the capability of the required staff, consultants, and sub-consultants to perform the services needed. The firm must provide assurance that the continuity of the team will be maintained and not changed without prior approval of the City. Offerors are required to provide current resumes for the individuals that they propose for this project. The resumes must specifically describe their training, certification levels, and experience

3. **Quality of Portfolio, Experience on similar projects.** (Weight: 35%)
Project examples and their similarity to the City of Charlottesville. The examples included in the proposal must be similar in nature to the objective of this RFP and contain the minimum required information as listed above in Section B.
 4. **Overall Strength of Proposal.** (Weight: 10%): Responsiveness to the proposal requirements, attention to detail, and presentation of the proposal.
- B. **AWARD OF CONTRACT:** The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial proposals, and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. In these discussions, the 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. In addition, Offerors will be informed of any ranking criteria that will be used in addition to the review of the Offeror's professional competence. At this discussion stage, the City may discuss with an Offeror nonbinding estimates of total Project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of price for services. In accordance with Va. Code Sec. §2.2-4342, correctly labeled proprietary information from competing offerors shall not be disclosed to the public or to competitors.
- C. At the conclusion of the discussions referenced in Paragraph (B), preceding above, and on the basis of Evaluation Factors set forth within this RFP 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. Formal 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.

VII. **REPORTING AND DELIVERY INSTRUCTIONS:**

- a. **Each task order assigned may require any or all of the following:**
 - i. Proposed schedule
 - ii. Task list and/or descriptions
 - iii. Progress report(s)
 - iv. Final report
 - v. Presentation(s) for City and/or Community representatives

VIII. **PREPROPOSAL CONFERENCE:** No preproposal conference is scheduled.

IX. **GENERAL TERMS AND CONDITIONS:**

- A. **ANNOUNCEMENT OF AWARD:** Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a written notice on the City's website at www.charlottesville.org/purchasing, under the Bids and Proposals link.
- B. **ANTI-DISCRIMINATION:** By submitting their proposals, offers certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and Code of Virginia 2.2-4311, 2.2-4311.2, and 2.2-4312 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
 1. During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 4. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the City may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from City contracting regardless of whether the specific contract is terminated.
 2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.
- C. ANTI-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- D. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Charlottesville does not discriminate against faith-based organizations.
- E. ANTITRUST: By entering into a contract, a contractor conveys, sells, assigns, and transfers to the City of Charlottesville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Charlottesville under said contract.
- F. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding its conflicts of laws provisions. Any litigation with respect hereto shall be brought in the Circuit Court for the City of Charlottesville, Virginia.
- G. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- H. AVAILABILITY OF FUNDS: The City's obligation under a contract awarded as a result of this procurement transaction shall be and are hereby made expressly contingent upon the availability and appropriation of public funds to support the City's performance thereof.
- I. BID/PROPOSAL PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

- J. **BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The City's SAP electronic solution offers vendor self-service registration. Vendors are not required to register prior to bidding or submitting an offer, however, purchase orders cannot be issued and payment to vendors cannot be processed to a non-registered vendor. Go to www.charlottesville.org/purchasing to register. Complete instructions are included on the vendor registration page.
- K. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by less than ten percent (10%) or \$25,000 without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
 2. The City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.
- L. **CONTRACTS REQUIRED:** Following Award of a contract resulting from this procurement transaction, the successful Offeror shall be required to enter into a written contract with the City. The contract shall include the requirements of this RFP, any additional terms and conditions negotiated by the parties, and shall set forth the fair and reasonable price agreed to by the parties. The contract shall also include provisions required by the Virginia Public Procurement Act and the Charlottesville City Code, as applicable.
- M. **CLARIFICATION OF TERMS:** The City will assume no responsibility for oral instructions, suggestion or interpretation of this RFP. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the Purchasing Division and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this RFP MUST be submitted to the City representative listed on page 1 no fewer than seven (7) work days prior to the date set by this RFP for receipt of proposals by the City.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process.

- N. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the successful Offeror would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with any requirement(s) of this RFP, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, (iii) that would conflict with any requirement of the Virginia Public Procurement Act or the Charlottesville City Code, or (iv) that would, in the City's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the City.
- O. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City's Purchasing Office. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions). Resolution of a claim by the City or its administrative appeals panel shall not relieve a contractor of the requirement to submit any invoice(s) as a condition of receiving payment of specific amount(s) from the City.
- P. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the federal government, the Commonwealth of Virginia, or any local government or public authority, from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- Q. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- R. DESIGNATED PERSONNEL: The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the City. The City shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under this Agreement, or a reduction in the quantity or quality of the Service by this Agreement, as determined in the City's sole discretion.
- S. DRUG-FREE WORKPLACE CLAUSE: During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. ETHICS IN PUBLIC CONTRACTING: Per Code of Virginia, 2.2-4367: By submitting a proposal, the offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction 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.

- U. HEADINGS: Section, article and paragraph headings contained within this Request for Proposals have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Proposals.
- V. IDLING REDUCTION REQUIREMENT: Contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.
- W. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the City of Charlottesville, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- X. INCLEMENT WEATHER/CLOSURE OF CITY OFFICES: If the City of Charlottesville is closed for business on the date and time set by this RFP for receipt of proposals, then proposals will be accepted on the next scheduled business day up to the time of day specified on the original date specified for receipt of proposals.
- Y. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder. **Notwithstanding any other provision of this agreement, Contractor shall not be required to defend, indemnify, or hold harmless the City, or any of the City's officers, agents, or employees, for any liability for damage arising out of bodily injury to persons or damage to property suffered in the course of the performance of this contract, caused by or resulting solely from the negligence of the City, or any of the City's officers, agents, or employees.**
- Z. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
 - b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
 - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville and its officers, employee's agents and volunteers must be named as an additional insured and so endorsed on the policy.

- d. Professional Liability Insurance - The Professional (as well all individuals or legal entities which are part of its team but who are not principals of the Professional or otherwise covered by Professional's professional liability insurance), shall purchase and maintain, at its expense, from a company or companies licensed or authorized to do business within the Commonwealth of Virginia, professional liability insurance protecting from claims which may arise out of or result from the performance or non-performance of Services under this Contract by the Professional, by anyone directly or indirectly employed by the Professional, or by anyone for whose acts the Professional may be liable. This professional liability coverage, including contractual liability, shall be provided with limits of not less than two million dollars (\$2,000,000) per claim, and five million dollars (\$5,000,000) aggregate, and shall be an occurrence-based policy. The required professional liability policy or policies shall be kept in force throughout performance of Services pursuant to this Contract. Any required professional liability policy shall be evidenced by a certificate of insurance acceptable to the City, which shall be provided by the Professional upon award of this Contract and thereafter, promptly upon a request made by the City of Charlottesville.

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the City;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence based policy;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the City as an additional insured. The City shall be entitled to protection up to the full limits of the bidder's policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Bidder shall (i) have all required insurance coverage in effect; (ii) the Bidder shall deliver to the City certificates of insurance for all lines of coverage, or other evidence satisfactory to the City in its sole discretion. (**See Attachment A for a Sample C.O.I. and Guide to the Acord Form**). The Bidder shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Bidder shall deliver to the City endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability and Auto Liability. Such endorsements must be approved by the City, and (iv) upon the request of the City, provide any other documentation satisfactory to the City in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Bidder shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Bidder shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the Bidder or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Bidder of any responsibility to indemnify the City for any liability to the City, as specified in any other provision of this contract, and the City shall be entitled to pursue any remedy in law or equity if the Bidder fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver Of Subrogation: The Bidder agrees to release and discharge the City of and from all liability to the Bidder, and to anyone claiming by, through or under the Bidder, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained within this IFB shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law. No contract awarded as a result of this procurement transaction shall contain any provisions requiring the City to waive or limit any sovereign or governmental immunity to which it may be entitled.

Right to Revise or Reject: The City reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

AA. OSHA STANDARDS: All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

BB. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the City to the Contractor belong to the City, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the City hereunder is specifically authorized in writing by the City in advance. All documents or electronic media prepared by or on behalf of the Contractor for the City are the sole property of the City, free of any retention rights of the Contractor. The Contractor hereby grants to the City an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

CC. PAYMENT: Any contract resulting from this procurement transaction shall contain prompt-payment provisions consistent with requirements of the Virginia Public Procurement Act.

DD. PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Charlottesville or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if the successful Offeror is a corporation, professional corporation or limited liability company, must also be authorized to do business in the Commonwealth of Virginia.

EE. PRECEDENCE OF TERMS: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

FF. QUALIFICATIONS OF BIDDERS/OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The City further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the City that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

GG. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Charlottesville Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Charlottesville and to the Charlottesville City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not

been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Charlottesville and the Charlottesville City School Board of any event that renders this certification untrue.

HH. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the City of Charlottesville to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the City's procurement activities. Toward that end the City of Charlottesville encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. **Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract, SEE ATTACHMENT G.**

II. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or 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 bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

JJ. TAXES: Include only taxes applicable to the project in this proposal. The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Charlottesville upon request.

KK. VIRGINIA GOVERNMENTAL FRAUDS ACT: Each bidder/offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Code of Virginia, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each bidder/offeror is required to submit a certification that its bid/proposal, or any claim resulting there from, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any bidder/offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in the Code of Virginia §18.2-498.5. As part of this bid/proposal a notarized Certificate of No Collusion must be submitted with the bid/proposal.

LL. The requirements of this RFP shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

X. SPECIAL TERMS AND CONDITIONS:

A. AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Charlottesville, whichever is sooner. The City, its authorized agents, and/or City auditors shall have full access to and the right to examine any of said materials during said period.

B. CANCELLATION OF CONTRACT/TERMINATION: The City may terminate any agreement resulting from this solicitation at any time, for its convenience, upon sixty (60) days' advance written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services and work performed prior to termination.

- C. RECORD KEEPING: In accordance with generally accepted accounting procedures, the Contractor shall maintain books and records pertaining to the funds received from the City and amounts expended by it in connection with this Agreement. The Contractor shall maintain such books and records for a period of at least five (5) years following the expiration or earlier termination of this Agreement. Upon request the City shall be entitled, at its own expense, to obtain an audit of all funds received and expended by the Contractor under this Agreement. Upon receipt of notice that the City desires an audit, the Contractor shall make its books and records available to the City and its auditor(s), and the Contractor shall cooperate with the audit.
- D. RENEWAL OF CONTRACT: Contract shall be for one year from date of ratified contract with the option to renew under the terms of the original agreement for up to four (4) additional one year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items, Not Seasonally Adjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term. The City reserves the right to negotiate increases in excess of validated CPI if deemed to be fair and reasonable and in the best interest of the City.
- E. ARCHITECTURAL AND PROFESSIONAL ENGINEERING TERM CONTRACTING; LIMITATIONS: Any contract resulting from this Request for Proposals is subject to § 2.2-4303.1. Architectural and professional engineering term contracting; limitations, of the Code of Virginia, as amended, relating to the procurement of Professional Services, as excerpted below:

A. A contract for architectural or professional engineering services relating to multiple construction projects may be awarded by a public body, provided (i) the projects require similar experience and expertise, (ii) the nature of the projects is clearly identified in the Request for Proposal, and (iii) the contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized in this section, whichever occurs first.

Such contracts may be renewable for four additional one-year terms at the option of the public body. The fair and reasonable prices as negotiated shall be used in determining the cost of each project performed.

B. The sum of all projects performed in a one-year contract term shall not exceed \$750,000,

D. The fee for any single project shall not exceed \$150,000;

XI. ATTACHMENTS:


- ATTACHMENT A SAMPLE COI AND GUIDE TO THE ACCORD FORM
ATTACHMENT B SIGNATURE SHEET
ATTACHMENT C STATE CORPORATION COMMISSION FORM
ATTACHMENT D OFFEROR DATA SHEET
ATTACHMENT E CERTIFICATION OF NO COLLUSION
ATTACHMENT F PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION
ATTACHMENT G SMALL, WOMEN, MINORITY, MICRO, EMPLOYMENT SERVICES ORGANIZATIONS AND VETERAN-OWNED BUSINESS OBJECTIVES

ATTACHMENT A

Title: Sample C.O.I. and Guide to the Acord Form

Explanation: The Sample C.O.I. and Guide to the Acord Form below is for informational purposes only. Offerors are not required to submit a C.O.I or Endorsement(s) with their proposal response. Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the City certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Offeror shall deliver to the City Endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as "additional insured".

Sample C.O.I. and Guide to the Acord Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 07/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency/ Broker 123 Main St., Anytown, VA 21234	CONTACT NAME: John Doe, Agent PHONE (A/C, No. Ext): (123)456-7890 FAX (A/C, No.): (123)456-7890 E-MAIL ADDRESS:
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INSURED XYZ Contractor 456 South St., Anytown, VA 21234	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company 1 NAIC # 123456 INSURER B: Insurance Company 2 567890 INSURER C: Insurance Company 3 112233 INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	123456	12-1-2014	12-1-2015	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (if a co-tenant) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COM/OP AGG \$ \$2,000,000
	<input checked="" type="checkbox"/> AUTOBOMBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> Hired AUTOS	X	567890	12-1-2014	12-1-2015	COMBINED SINGLE LIMIT (if a co-tenant) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	112233	12-1-2014	12-1-2015	EACH OCCURRENCE \$ \$1,000,000 AGGREGATE \$ \$2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/INSURER EXCLUDED? (Mandatory in PA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	ABC123	12-1-2014	12-1-2015	<input checked="" type="checkbox"/> NO STATU- TORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ \$100,000 E.L. DISEASE - SA EMPLOYEE \$ \$100,000 E.L. DISEASE - POLICY LIMIT \$ \$500,000
D	Professional Liability		XYZ456	12-1-2014	12-1-2014	Per claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS/INDUSTRIES/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Charlottesville and its officers, employees, agents and volunteers are named as additional insured with respect to General Liability for work and completed operations as required by written contract.

CERTIFICATE HOLDER City of Charlottesville 325 4th St. NW Charlottesville, VA 22903	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John Doe, Agent</i>
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SIGNATURE SHEET

RFP#ENGINEERING SERVICES-STORMWATER/STREAM RESTORATION/20-34

Title: ENGINEERING SERVICES FOR STORMWATER MANAGEMENT, GREEN INFRASTRUCTURE, AND
STREAM RESTORATION

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

DBA _____

_____ Zip Code: _____

Telephone Number: (____) _____

Fax Number: (____) _____

E-mail Address: _____

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

Title: _____

I have the authority to bind the corporation.

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information.

The bidder/offeror: _____

is a corporation or other business entity with the following Virginia 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 bidder/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 bidder/offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/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. **Attach opinion of legal counsel to this form.**

Check the following box if you have not completed any of the foregoing options but currently have pending before the Virginia 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/proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver).

Registered Agent Information

Please specify the Registered Agent who will accept services of process on your behalf.

Agent Name: _____

Physical Address (no Post Office Boxes): _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT D

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

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: _____

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

Years _____ Months _____

4. Indicate below a listing of at least four (4) current or 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.

A. Company: _____
Contact Name: _____
Phone: _____ Email: _____
Dates of Service: _____ \$ Value: _____

B. Company: _____
Contact Name: _____
Phone: _____ Email: _____
Dates of Service: _____ \$ Value: _____

C. Company: _____
Contact Name: _____
Phone: _____ Email: _____
Dates of Service: _____ \$ Value: _____

D. Company: _____
Contact Name: _____
Phone: _____ Email: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT E

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certification of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE, to wit:

The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public by _____ on _____.

Notary Public

My commission expires: _____

CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

SMALL-, WOMEN-, MINORITY-, MICRO, EMPLOYMENT SERVICES ORGANIZATIONS, AND VETERAN-OWNED BUSINESS OBJECTIVES

It is an important business objective of the City of Charlottesville to promote the economic enhancement of small businesses (SBE) and micro businesses (O), women-owned businesses (WBE), minority-owned businesses (MBE), employment services organization (ESO) and veteran-owned businesses (VBE). The success of the City to track the amount of business received by SBE, WBE, MBE and VBE businesses, whether as a prime contractor or a subcontractor, is dependent upon the business community partnering with us in this important endeavor.

If you anticipate sub-contracting to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on offerors to assure that SBE, WBE, MBE and VBE businesses receive benefits from City contracts.

Complete the following information, and return this form with your proposal.

1. If you are a SBE, O, WBE, MBE, ESO or VBE, please check one or more of the following boxes:

_____ SBE _____ O _____ WBE _____ MBE _____ ESO _____ VBE

Certification #: _____ Expiration Date: _____

If certified by other than the Virginia Department of Small Business and Supplier Diversity provide the name and contact information, including phone number and website of certifying agency:

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your company. If you do not intend to sub-contract any work to others, even if you are a SBE, O, WBE, MBE, ESO or VBE, put zeros in the spaces below.

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **O** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **ESO** Dollars to be Sub-contracted \$ _____

Total **VBE** Dollars to be Sub-contracted \$ _____

3. If you are not a SBE, O, WBE, MBE, ESO or VBE, and you do not plan to utilize such firms in this contract, please state your reasons:

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____