

REQUEST FOR PROPOSAL (RFP) PROFESSIONAL SERVICES



Issue Date: November 22, 2015

RFP# Belmont Bridge Replacement
VDOT Project 0020-104-101, UPC 75878

Title: **Belmont Bridge Replacement**

Issuing Agency:	Department and/or Location Where Work Will Be Performed:
Neighborhood Development Services 610 East Market Street Charlottesville, VA 22902	Neighborhood Development Services 610 East Market Street Charlottesville, VA 22902

Sealed Proposals Will Be Received Until 2:00 p.m. local prevailing time on January 22, 2016. Proposals received after the announced time and date for receipt will not be considered and will remain unopened. **No telephoned, faxed, or emailed proposals will be considered.**

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

RFP#:	Belmont Bridge Replacement
TITLE:	Belmont Bridge Replacement
PROPOSAL DUE:	January 22, 2016

All Inquiries For Information Should Be Submitted in Writing and Be Directed To: Mr. Tony Edwards, Development Services Manager, at edwardst@charlottesville.org or by Fax: 434-970-3359.

ALL PROPOSALS SUBMITTED SHOULD CLEARLY BE LABELED "BELMONT BRIDGE REPLACEMENT PROPOSAL". IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY AT THE P.O. ADDRESS SHOWN BELOW. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO THE STREET ADDRESS SHOWN BELOW:

Mr. Tony Edwards, Development Services Manager
Dept. of Neighborhood Development Services
City Hall
P.O. Box 911
610 East Market Street
Charlottesville, VA 22902

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

**TO RECEIVE A COMPLETE RFP PACKAGE, PLEASE VISIT OUR WEBPAGE AT
WWW.CHARLOTTESVILLE.ORG/PURCHASING
AND CLICK ON BIDS AND PROPOSALS.**

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 offering to provide professional design and engineering services to the City of Charlottesville for an urban design plan for replacement of both the City's Belmont Bridge and all approaches (i.e. 9th and Avon Streets, Downtown Mall, Water Street under bridge) to the bridge. The proposal shall include services for the major elements of bridge design, preparation of construction documents, right of way facilitation and inspection/construction management services for a new bridge (the "Project").

This Request for Proposal does not commit the City to award a contract. This RFP, or any and all proposals received in response, may be canceled or rejected. The reasons for cancellation or rejection shall be set forth in writing and maintained within NDS's contract file for this Project.

- II. **BACKGROUND:** The City of Charlottesville has been engaged in a process to reconstruct the bridge referred to as "Belmont Bridge" which crosses CSX rail lines and Water Street maintaining an important community connection. One bridge design reached the 35% plan stage before strong community participation implored exploration of other alternative designs/concepts. After two years of debate, City Council chose to focus on what has been called an "Enhanced Bridge" concept (see attached). The previous design firm has dissolved and the City is seeking a new successful Offeror to carry this project to completion. Funding for the bridge will come from federal, state, and local funds, so adherence to federal/state processes and requirements is a primary requirement.

III. **STATEMENT OF NEEDS:**

A. **Generally**

The City of Charlottesville is seeking proposals from firms (Offerors) who are interested in entering into a contract with the City to provide professional design and engineering services to prepare comprehensive bridge design options for the Project. The City desires that the successful Offeror will complete the design phase within 15 months from a Notice to Proceed issued by the City following award and execution of a Contract.

The successful Offeror will be required to provide assistance in the public meeting process, all necessary design documents necessary for use at a location and design public hearing, subsequent right of way and utilities relocation processes, and construction inspection services.

All design options provided by the successful Offeror must be acceptable to the Virginia Department of Transportation (VDOT). The successful Offeror will be expected to utilize computerized design and drafting systems compatible with VDOT's automated design and drafting systems. This project will be developed utilizing VDOT's policies and procedures and FHWA's guidelines.

This bridge and its approaches are directly adjacent to the Downtown Mall Business and Entertainment district, providing an important connection between the downtown and multiple neighborhoods as well as areas south of the city. The Downtown Transit Center operates adjacent to the bridge and is served by Water Street located under the bridge. Urban design considerations will be a critical component of bridge design particularly on the approaches to the bridge. The Urban Design Plan options prepared by the successful Offeror must establish the bridge as a gateway connection for the surrounding areas, as well as create an enjoyable and safe experience for pedestrians, bicyclists, and motorists traveling to and across the bridge. Each design option must create a framework of public space and street character with contributing building frontages, development parcels and destinations while protecting the interests of the surrounding existing businesses and neighborhoods.

During the previous engineering process, the following goals were developed to achieve a quality design for the bridge replacement:

- To replace an insufficient and deteriorating bridge for vehicular, bicyclists and pedestrian usage
- To improve pedestrian and bicycle access along this corridor from the Belmont neighborhood to the downtown mall and neighborhoods to the north
- To improve aesthetics along this corridor and linkage path to downtown
- To create a "gateway" to downtown from the south
- To create synergy for economic development

- To minimize disturbing existing utilities
- To minimize disruption of the CSX/BBRR active rail-line and railroad operations
- To minimize impact and disruption of Pavilion events
- To minimize impact and disruption to the Downtown Transit Center
- To minimize vehicular and pedestrian traffic impact and disruption to surrounding businesses and traveling public

The City has appointed a Steering Committee to guide the process. The committee consists of residents of four nearby neighborhoods, a business representative, a member of the Charlottesville Area Transit Advisory Committee, a Planning Commissioner, and three members of the PLACE Taskforce (City's urban design committee). The Committee suggested criteria for the Enhanced Bridge concept. These criteria have been endorsed by the Charlottesville City Council and the successful Offeror will be expected to apply these criteria as a guide to the design process but if the process leads to other conclusions those may be explored.

- Bridge is the Gateway into the City/Downtown
- Maintain 25 MPH Speed Limit
- Two lanes – one lane in each direction
- Should be an enjoyable Pedestrian Experience
- Views to the mountains and of the railroad tracks are appreciated and should be preserved.
- Design – Innovative, Entertaining
- Improve North & South Intersections along 9th Street
- Separate Pedestrian Zone from Vehicle & Bike Zone
- Reduce Span
- Enhance the Landscape Elements on the Approaches Design
- Accent Lighting to showcase Bridge
- Bike Lanes 10.0', Pedestrian Lanes 10.0', Traffic Lanes 11.0'

The firm of Allison Partners has been engaged to manage the public process and Steering Committee meetings. The successful Offeror will be expected to integrate Allison Partners into their services and work closely with them to facilitate discussions with the Steering Committee and community meeting process.

This Project will require approval of the final design by each of the following: City's Board of Architectural Review (BAR); the City Council; the Virginia Department of Transportation and the Federal Highway Administration. City and Steering Committee review of plans will be required prior to approval by the City Council and Board of Architectural Review. Offerors should anticipate various meetings with the Steering Committee, with the Board of Architectural Review, and with the City Council and the public. (See Paragraph C, following below).

The successful Offeror will be required to participate in regular meetings with City, VDOT, FHWA and CSX/BBRR railroad staff throughout the process to inform the design in a timely manner, to give guidance and review designs.

Each Offeror must possess all of the qualifications necessary to perform the services required for this Project. Each Proposal will detail the Offeror's qualifications and experience. Each Proposal will also contain information to establish whether the Offeror has the capability, in all respects, to perform fully the Project requirements, and the integrity and reliability that will assure good faith performance of a contract awarded for the performance of the services described within this RFP.

QUALIFICATIONS OF OFFERORS: The City may make such reasonable investigations as it deems necessary to verify the Offeror's qualifications, responsibility and suitability to perform the services that are the subject of this RFP.

B. Specific Approach and Requirements for Urban Design Analysis

Phase One: Understanding the Context

To establish a solid basis on which to develop a master plan, first synthesize the technical analyses and performance requirements with the aspirations of the city and the Steering Committee. Establish the criteria for design of the bridge through a more detailed understanding of the contributing district and context.

Step 1 – Charlottesville Background Review

The successful Offeror would review previous design decisions; feedback provided thus from city staff, the Steering Committee, city officials and the public; and relevant recommendations from previous and concurrent efforts, including the Strategic Investment Area Plan, the Bicycle and Pedestrian Plan Update, Comprehensive Plan and City Council goals. The successful Offeror will confer with the team analyzing traffic data and projected growth for anticipated roadway layout.

Step 2 – Charlottesville Meetings

The successful Offeror will come to Charlottesville for a workshop designed to get the team immersed in the urban context as well as understanding the City and Steering Committee vision for the bridge and the surrounding urban district. Over the course of the visit, the successful Offeror will meet with city staff, planning officials, local businesses and key stakeholders that would be identified by the client. A public meeting will be held to introduce the design team and share community's needs and desires for the project. A separate review session with the Steering Committee would be focused on better understanding the different visions, opportunities and issues that have been resolved in the design process. As part of this discussion, establish common design criteria that will guide the redesign effort.

The successful Offeror will be required to tour the district and document key characteristics of the way people and vehicles interact and behave in this area as well as documenting the inherited physical character and context as part of the analysis. Previous analysis collected during the past effort will be updated or redone as appropriate to collect necessary data such as traffic counts (to include vehicular, bicyclists and pedestrians), survey and geotechnical borings.

Step 3 – Analysis and Summary of Key Elements

Develop a summary of the feedback and identify common goals, priorities and visions for the initiative. Additionally, develop a graphic analysis of the contribution districts and approaches to set the broader context for how design solutions knit together the public realm. Prepare an expanded precedent analysis to help guide the team towards an approach through discussion of appropriate materials, forms, expression and sense of urbanism.

Based on this work, synthesize the input received during the first visit and workshops into key design principles that should guide the approach to the bridge design and district interface. Develop a series of sketch designs (3) and three dimensional renderings that represent different approaches to the design character and spatial qualities for the bridge. These will be the basis for refining an approach in the next series of working sessions held with the City and the Steering Committee.

Phase Two: Exploring (Trying out Ideas)

Building on the Phase One analysis and initial testing, the successful Offeror will return to Charlottesville for a charette designed to explore refined options and reach consensus on a preferred direction.

Step 4 – Design Workshops

In this step, the successful Offeror will structure a workshop to work with the Steering Committee, city staff and leadership to present the outcomes from the initial working sessions and the follow-up analysis. Use the three scenario sketch concepts to demonstrate response to the principles as a starting point to get specific responses and more precise direction as the design evolves towards a preferred plan and three dimensional characters. Integrate the precedent examples into the basis for presenting each scenario. A public meeting will be held to display the three scenarios and collect comments.

Phase Three – Final Plan (Deciding)

This phase is designed to confirm the final direction and set the reference basis for developing the detailed design package for construction. The urban design, bridge design concept and proposed standards for public realm and private frontages will serve as the overall guide for ongoing detailing and development.

Step 5 – Preferred Plan Refinement

Once the direction is ratified by the Steering Committee and city leadership, the preferred plan will be modified to incorporate the points of consensus determined during the working sessions. The initial draft of the preferred scenario will remain in sketch form for review and feedback in a public forum. This would include an Open House or event with exhibition boards that communicate the process of testing alternatives, exploring precedent solutions

and setting design principles to direct the focus. This open forum allows interested parties to provide comments, talk with the successful Offeror and the Steering Committee members about elements of the emerging design.

This will be complimented by an online website managed by the successful Offeror posting the process, alternative studies and preferred direction as well as a summary of feedback from the Steering Committee and stakeholder groups. This will provide another source of feedback and response to the design for consideration. Follow the Open house with a Steering Committee working session to review the body of comments and set the course for finalizing the revised design. The materials are to be published in a form that effectively communicates the ideas and principles of the plan to a wide audience.

Step 6 – Final Plan

The team will then prepare a summary document to serve as the basis for schematic design development for the bridge and related urban infrastructure improvements. This will include:

- Overview of Process and Findings
- Urban Design Plan
- Bridge Design Plan
 - Key details
 - Elevations
 - Perspectives and 3d visualization
 - Primary materials and components

C. Meeting Schedule

1. Initial Meeting with City Staff from various departments (Utilities, Parks & Recreation, Stormwater, Signal/Sign Shop, Economic Development, et cetera).
2. Initial Meeting with Steering Committee
3. Urban Design Analysis Workshop
4. Charette – Analysis of Workshop Results/Sketch Design/Renderings (with some time reserved to discuss with Steering Committee their responses/direction)
5. Open House
6. Presentation to Bike and Pedestrian Committee of Open House Materials
7. Presentation to Tree Commission of Open House Materials
8. Presentation to PLACE Committee of Open House Materials
9. Presentation to BAR of Open House Materials
10. Steering Committee Meeting to review Open House/Work Session to select final design
11. Meeting to review design with Staff
12. Two (2) progress meetings to review drawings before presenting to the BAR (one to get input from the steering committee and one to review the translation of that input into design).
13. Two BAR Meetings/Presentations
14. Meeting after BAR meeting(s) to discuss comments and any needed changes prior to presentation to City Council.
15. City Council Presentation
16. Location and Design Public Hearing
17. City Council Presentation

D. Bridge Design Considerations

The scope of work shall include the provision of: a transportation management plan, construction phasing plan, complete right of way, stormwater management plan, roadway construction, structure and bridge plans (Stage I, preparation of preliminary structure plans and estimates; Stage II, preparation of contract structure plans, estimates, special provisions; Stage III, review of shop drawing and consultation during construction) with all necessary and appropriate design details such as signage, signals, pedestrian lighting, pavement markings/markers and ITS elements.

The successful Offeror will be required to evaluate the existing conditions (signage, signals, pavement markings/markers, pedestrian lighting, etc.) between and including the intersections of Market Street/9th Street and Levy Avenue/9th Street and to design any required modifications.

The scope of work shall also include providing supplemental ground survey, complete traffic data and analysis of the intersections/bridge/adjoining traffic network, geotechnical study, foundation and pavement recommendations, public involvement, conceptual alternates, preliminary and final right of way, roadway construction, structure and bridge and landscape plans. The consultant shall complete environmental documentation (envisioned as a categorical exclusion with no Section 106 consultation).

In addition, the scope of work will include, but not be limited to, each of the following:

- 1) Design Options: Integrate with the Urban Design Plan. Provide three bridge options (+ no build) for the replacement of the existing Belmont Bridge within the existing ROW that provide, at a minimum, travel lanes with wider sidewalks with the addition of bike lanes. Geometric roadway design options must meet AASHTO standards and be acceptable to VDOT. Documentation and approval of any necessary design exceptions or waivers. Alternative design options will be illustrated on recent aerial base mapping assembled by the Consultant. The final option is to be presented at a public hearing after review by City Council.
- 2) Environmental: Conduct an environmental evaluation for each option to determine ability to construct each design. Broad consideration will be given to biological, ecological, historical, archeological, and environmental justice issues. In addition, air and noise impacts should be considered. The successful Offeror will be required to coordinate the acquisition of any required environmental permits associated with this project and will provide all required environmental documentation, permits, and approvals necessary for VDOT design acceptance and funding of the selected option.
- 3) Traffic Analysis: Provide Synchro 5 software output of the operational characteristics of each design option. Results may be presented to City Council. Benefits to traffic movements (costs of delay to motorists) will be considered for build and no-build options; up to date costing mechanisms will be used for this effort. Shall evaluate projected traffic capacity needs on this entrance corridor to the downtown area.
- 4) Project Costs: Determine each design option cost utilizing the latest VDOT costing information and update their Project Cost Estimating System (PCES).
- 5) Sequence of Construction/Transportation Management Plan: Outline a prioritized construction and traffic management plan for construction of the proposed bridge replacement. Construction phasing of improvements and maintenance of traffic shall be considered in evaluating the design alternatives, to minimize disruption during construction.
- 6) Review of existing studies/documentation: The study will require the successful Offeror to review relevant existing roadway plans and inspection reports, which should be used as the starting point for this analysis. Design alternatives and bridge designs must respect the combination of vehicle, bike and pedestrian needs of the area with the appropriate use of materials, design, and aesthetics.
- 7) Suggested Development Approach: Since City Council has made this a top transportation priority, the project design should include, but not be limited to, the following steps:

Site Analysis – Natural Conditions (Hydrology, Geology and Soils, Vegetation), Cultural Conditions (Assemble Mapping and Aerial Photos, Utilities, Property Boundaries, Traffic)

Development of Design Options – For each design option, assemble mapping and aerial photos, develop preliminary traffic layouts to schematic design level, develop preliminary grading plan, develop preliminary designs for grade-separation structure, develop preliminary utilities layout scheme, provide preliminary cost estimates, provide photo-simulation aerial views of each alternative.

Evaluation of Options– Comparative analysis of functionality, environmental impact, aesthetic quality and cost to include comparative analysis of bridge structure design and materials.

Development of Preferred Option – Detailed grading, resolution of remaining technical issues, including environmental work, and a final cost estimate. Adjustment and resolution of photo-simulation of preferred option.

E. Right of Way Phase

While right of way acquisition is expected to be minimal, some temporary construction and/or permanent easements may be required. The successful Offeror shall perform all services necessary in connection with the required right of way acquisitions, including appraisals, title investigations, review appraisals, negotiations, closing voluntary conveyances, and will manage the overall right of way acquisition process, as required for completion of this project. All services shall be performed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and the applicable laws of the Commonwealth of Virginia.

Utility coordination and relocation design efforts with public and private utility companies as well as railroad will be conducted by the successful Offeror to include: identify possible conflicts, identify and perform test holes necessary to assess potential conflict points, review utility prior rights documentation and negotiate utility easement requests.

Construction Phase

Construction Management and Inspection services required by the Federal Highway Administration and the Virginia Department of Transportation will be provided by the successful Offeror. Duties will include:

1. Daily Inspection Services
2. Civil Right Compliance
3. Environmental Compliance
4. Submittal Review/Approval
5. Materials Certification & Testing
6. Review of Monthly Estimates
7. Processing Work Orders/C10s
8. Project Closeout

All services shall be performed in accordance with the Locally Administered Projects Manual, the Urban Construction Initiative Manual, and the terms, conditions and requirements of the contract awarded by the City for construction of the Project.

IV. 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"). One (1) original and (9) 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. Proposals must be submitted by the date and time stated in this 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 and economically, providing a clear, straightforward, concise description of the Offeror's qualifications and suitability to provide the required services, and of the Offeror's capability, 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. Emphasis should be placed on completeness and clarity of content.

- 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" 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.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

1. 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:
 - a. As this is a VDOT funded project, the information that follows is required with the submittal. In addition each offeror must submit an Executive Summary, of no more than three pages, that includes the following information:
 - Listing of each team member with role.
 - Key personnel of each team
 - No more than five representative projects completed by team
 - Description of how team would approach the project.
 - b. Furnish ten copies of current GSA Forms 254 for each firm involved and ten copies of one combined GSA Form 255 for the project team. The GSA Form 255 must specify the number of personnel by

discipline for each office where the work is to be performed. In Section 4 of GSA Form 255, list only the full time employees assigned to the office(s) at the time of this submission. Section 8 of GSA Form 255 is limited to one page with not more than 10 projects total (prime and subconsultants combined) on the one page and should primarily list experience of offices where the work will be performed and of the people shown in the organizational chart. If the experience shown is for a branch office other than where the work will be performed, it should be clearly indicated as such. More detailed descriptions for Section 8b may be expanded into Section 10. In Section 9 of GSA Form 255, references to “Federal agencies” are to be replaced by “Virginia Department of Transportation or transportation agencies of other states.”

- c. 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 in Section 5 and 6 of GSA Form 255. A one page organizational chart showing all firms involved and key personnel assignments and responsibilities is required to be included in Section 10 of GSA Form 255. Indicate office locations at which the work will be performed.
- d. In Section 7 of GSA Form 255, indicate **KEY PERSONNEL ONLY** who will be assigned to this project and give the experience record of each. Key personnel are defined as those to whom the project will be assigned and who will be performing the actual design/services. The project manager shall have a minimum of five years experience in managing similar type and size projects. In Section 7c, indicate the location of the office where the person is currently working if different from where work is to be performed. In Section 7c, part time personnel, personnel not employed on the date of the form, or personnel used on an “as needed basis” must have their status clearly indicated. Section 7g may be expanded to provide a total of a one page resume per individual.
- e. Section 10 of GSA Form 255 is limited to a maximum of ten pages. This section should describe the organization of the proposed project staff indicating the role of each by individual. If subconsultants are proposed, the role of each subconsultant should be discussed. It should also include statements that are responsive to the attached criteria that will be used to evaluate your submission. This is the **ONLY** section of the submission which may include pictures or graphics (included in the ten page limit). List any computer and CADD equipment and any specialized computer software packages that you will use on this VDOT project.
- f. It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.dmb.e.state.va.us/>) under the DBE Directory of Certified Vendors. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBEs as potential subconsultants. The consultant is encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE whereby the DBE promises not to provide services to other consultants is prohibited. The DBE contract goal for this procurement is 0%; however, the Department feels that these services support 10% DBE participation.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Firm Data Sheet.

Within fourteen (14) days after contract execution, the Contractor shall submit to the City a fully executed subcontract agreement for each DBE used to claim credit in accordance with the requirements stated on Form C-112. The subcontract agreement shall be executed by both parties stating the work to be performed, the details or specifics concerning such work and the price which will be paid to the subcontractor.

If DBE/SWAM is not certified, the DBE/SWAM must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If DBE/SWAM is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE/SWAM subconsultants. DBE/SWAM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE/SWAM credit will be awarded only for work actually being performed by DBE/SWAM themselves. When a DBE/SWAM prime consultant or subconsultant subcontracts work to another firm, the work counts toward DBE/SWAM goals only if the other firm is itself a DBE/SWAM. A DBE/SWAM must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE/SWAM certification entitles consultants to participate in VDOT's DBE/SWAM program. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.

- g. In two (2) pages or less, provide information that will indicate your firm's ability to meet the time schedule for this project. The schedule is as follows:

Right of Way Plans – Spring 2017
Construction Plans – Fall 2017

- h. 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.
- i. A project approach discussion is neither required nor desired for this project.
- j. In addition to the page restrictions listed above, a maximum of two (2) additional pages may be included in the Expression of Interest. All pages are to be 8 1/2" X 11" and printed on one side with single-spaced type no smaller than 12 pitch.
2. Section 3 – 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.
- Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
 - Attachment B – Certification of No Collusion
 - Attachment C – Proprietary/Confidential Information Identification
 - Insurance: See General Terms and Conditions Section. Insurance for required coverages and limits.

V. 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. Detail about your firm and statement of qualifications. Experience on similar projects. Describe similar projects and include three references, including names and telephone numbers that may be contacted regarding their satisfaction with comparable work. **Weight: 25%**

2. Experience of Project Staff. Describe who will be supervising and conducting the work. Specifically include references to similar projects completed and the individual(s) qualifications. **Weight: 30%**
 3. Demonstration of understanding of the services required and the quality and completeness of the submitted Proposal. Provide a plan of how the firm intends to conduct the project studies. **Weight: 20%**
 4. Ability to complete the Project/Services within the 15-month time frame. State when the firm is able to begin providing the services and confirm that staff is available to complete the study on the schedule specified. **Weight: 15%**
 5. Any other relevant information offered or discovered during the course of evaluation and individual discussions. **Weight: 10%**
- 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 (see Paragraph 2f, above) 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.
- D. Notwithstanding the foregoing provisions of paragraphs (B) and (C), 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.

VII. 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 bid board located in the Purchasing Department.
- 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 sections 2.2-4311, 2.2-4311.1, 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*).

- 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. The contractor shall comply with all applicable federal, state and local laws, rules and regulations applicable to the provision and performance by the contractor of the work and services that are the subject of the contract
- 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 obligations 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. 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.
- J. 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.
- K. 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 Department of Neighborhood Services no fewer than seven (7) work days prior to the date set by this RFP for receipt of proposals by the City.** Questions must 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.
- L. 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.

- M. **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.
- N. **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.
- O. **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.
- P. **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.
- Q. **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 offer, 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.
- R. **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.
- S. **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.
- T. **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.
- U. **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.

V. **INSURANCE:** By signing and submitting a bid 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 Offerors's errors and omissions in the performance of architectural or engineering services; performance or non-performance of services under this Contract; and the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror, engaged by the Offeror as a subconsultant, or for whose acts the successful Offeror may otherwise 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, employees agents and volunteers must be named as an additional insured and so endorsed on the policy.
- d. Professional Liability Insurance - \$2,000,000 per occurrence, \$5,000,000 aggregate

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 insured 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 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, or other evidence satisfactory to the City in its sole discretion. 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". Policies which require this endorsement include: Commercial General Liability and Auto Liability coverage. 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 Offeror 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 Offeror 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 Offeror or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Offeror 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 Offeror 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 Offeror agrees to release and discharge the City of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, 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 RFP 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 provision 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.

- W. **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.
- X. **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.
- Y. **PAYMENT:** any contract resulting from this procurement transaction shall contain prompt-payment provisions consistent with requirements of the Virginia Public Procurement Act.

Z. 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. Each individual who performs any services for the City under a contract resulting from this procurement transaction must have all necessary licenses to perform the required 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.

AA. 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. **Offeror are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract, SEE ATTACHMENT F.**

BB. 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/>.

CC. 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.

DD. All firms submitting EOI (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of 48CFR31, “Federal Acquisition Regulations, Contract Cost Principles and Procedures,” and 23CFR172, “Administration of Negotiated Contracts.” All firms selected for a project (prime consultants, joint ventures and subconsultants) must submit their FAR audit data to the City within ten work days of being notified of their selection. Should any firm on the consultant team fail to submit the required audit data within the ten work days, negotiations will be terminated by the City and the next most qualified team invited to submit a proposal.

EE. The City assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within ten work days of notification of selection when requested by VDOT. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.

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

VIII. SPECIAL TERMS AND CONDITIONS:

- A. **CANCELLATION OF CONTRACT:** The City may terminate any agreement resulting from this solicitation at any time, for its convenience, upon thirty (30) 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.

IX. ATTACHMENTS:

ATTACHMENT A	Signature Sheet
ATTACHMENT B	State Corporation Commission Form
ATTACHMENT C	Offeror Data Sheet
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Proprietary/Confidential Information Identification
ATTACHMENT F	Small, Women, Minority and Veteran-Owned Business Objectives
ATTACHMENT G	Certification Regarding Debarment – Primary Covered Transactions
ATTACHMENT H	Certification Regarding Debarment – Lower Tier Covered Transactions
ATTACHMENT I	Contractor/Consultant/Supplier Agreements: U.S.DOT 1050.2 – Appendix A

SIGNATURE SHEET

RFP#

Title:

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:

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:

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ -OR-
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
<input type="checkbox"/>	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-
<input type="checkbox"/>	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.
<input type="checkbox"/>	Check the following box if you have <u>not completed any of the foregoing options</u> 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).

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT C

OFFEROR 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: _____
- 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: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

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

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

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

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT C

ATTACHMENT D

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)

ATTACHMENT F

SMALL-, WOMEN-, MINORITY- 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), women-owned businesses (WBE), minority-owned businesses (MBE) 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, WBE, MBE or VBE, please check one or more of the following boxes:

_____ SBE _____ WBE _____ MBE _____ VBE

Certification #: _____ Expiration Date: _____

If certified by other than the Virginia Department of Minority Business Enterprise, 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, WBE, MBE or VBE, put zeros in the spaces below.

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

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

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

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

3. If you are not a SBE, WBE, MBE 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: _____

ATTACHMENT G

CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS
(To be completed by a Prime Consultant)

Project: _____

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Title

Date

Name of Firm

ATTACHMENT I

Contractor/ Consultant/Supplier Agreements: U.S. DOT 1050.2 -- Appendix A

During the performance of this contract, the contractor, for itself, its assignees and successor interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulation, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulation"), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of age or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the City of Charlottesville or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, Orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of Charlottesville, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Charlottesville shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but limited to:
 - a. Withholding of payments to the contractor for the specific contract until the contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulation, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Charlottesville or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Charlottesville to enter into such litigation to protect the interest of the City of Charlottesville, and in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.