REQUEST FOR PROPOSALS TITLE PAGE

Include This Page as the First Page in Your Proposal Response

City of Lynchburg, Virginia
Procurement Division

Proposal Title: **Electric Arc Flash Hazard Analysis of all Lynchburg City Schools and Support Facilities.**

This is the City of Lynchburg's Request for Proposals No. **2016-069** issued 04/08/2016. Direct inquires for information to: Lisa Moss; Phone: 434-455-4228; Fax: 434-845-0711. All responses to this solicitation shall be in strict accordance with the requirements set forth in this bid document and the ensuing contract documents.

All requests for clarification of or questions regarding this request for proposal must be made in writing, by facsimile (434) 845-0711 or email to lisa.moss @lynchburgva.gov and received by 9:00 a.m. May 3, 2016 Any alteration or changes to this Request for Proposals will be made only by written addendum issued by the City of Lynchburg, Procurement Division.

Sealed proposals will be publicly accepted prior to **4:00 p.m., May 12, 2016 ,** however only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. All Offerors are responsible for obtaining issued addenda from the City's Purchasing Division website: http://www.lynchburgva.gov/current-solicitations

Acknowledge receipt of addenda here: No. _____ Date: _____
No. _____ Date: _____

Submit Proposals: BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:
Procurement Division
Third Floor City Hall
900 Church Street
Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s):_____
See Paragraph B. on page 2 for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____ Date: _____

Address: _____ Phone: ( ) _____

_____ Fax: ( ) _____

Signature: _____ _____

Typed or Printed Name, Title

_____
Buyer Signature

I. SUBMISSION OF PROPOSALS

A. **An original (1), so marked, and (4) copies, so marked, for a total of (5)** of your proposal document are required. In addition, one (1) copy of proposal in an electronic format, CD in Microsoft Word format or PDF file format must also accompany your proposal. City of Lynchburg (known hereafter as the "City") will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the City to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

B. Submission of Proprietary Information: Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary (Section 2.2-4342F of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.**

References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.

C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.

D. The City reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the Successful firm. The City reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest.

E. By submitting a proposal response, the Offeror agrees that the proposal response will not be withdrawn for a period of 90 days following the due date for proposal responses.

F. By submitting a proposal response, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the City.

G. By submitting a proposal response, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting firm in connection with its proposal; and that it has 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.

H. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal response. All proposals submitted will become the property of the City.

II. GENERAL INFORMATION AND OBJECTIVE

Objective:

The purpose of this RFP is to solicit Professional Electrical Engineering Services to provide Lynchburg City Schools (LCS) an Electrical Arc Flash Hazard Analysis of all Lynchburg City Schools and Support Facilities (see Appendix A for list of facilities). This study will identify workers potential exposure to arc-flash energy conducted for the purpose of injury prevention, determination of safe work practices, establish arc flash boundary, and the appropriate levels of PPE. The selected vendor will utilize the data obtained from this study to develop and implement an effective electrical safety program to include training for qualified and unqualified personnel at LCS, as well as an updated Lock-Out *I* Tag-Out (LO/TO) program.

Project Scope:

The arc flash hazard analysis will be performed to ensure LCS's compliance to OSHA 29 CFR

To achieve this, the selected vendor will utilize the procedures for arc-flash hazard analysis as described in both NFPA Standard 70E-2004, IEEE Standard 1584-2002, and NFPA 702015.

Project Phases

Phase I

The site visit and data collection process is critical to the entire study and provides the information required to complete the other steps of the project. During this phase, LCS will provide one competent employee to assist the selected vendor. The LCS employee will not be utilized to obtain data, only to help provide entry, and knowledge of building layout. At no time will the LCS employee enter the flash boundary during data collection. The selected vendor will be required to open electrical equipment and obtain information required for the arc flash assessments. The building layouts, drawings, and data provided by LCS are not to be used as the basis of the assessment, the vendor must verify and collected necessary data for the assessments. Personal protective equipment (PPE) will need to be worn by the data collection team and applied per NFPA 70E Table 130.7(C)(9)(a) and Table 130.7(C)(10).7 These NFPA tables need to be utilized, since there are no labels at this point. During the data collection there will be no subcontracted employees used. By submitting a response to this RFP you are acknowledging that no subcontractors are used for data collection.

Phase II - will consist of the analysis of data. There are four different analyses that must be conducted under the requirements of this RFP: Short-Circuit Analysis, Protective Device Coordination Study, Interrupt Rating Analysis, and Arc Flash Analysis. During this phase single-line drawings will be provided to LCS for review.

Phase Ill - Upon final analysis of the data a comprehensive report shall be provided by the selected vendor outlining the findings of the study and accompanying information to mitigate hazards found that are 4 cal/cm^2 and above. The selected vendor will return to LCS and present the findings of the study to members of management. During this process the vendor will provide LCS with up-to-date single-line drawings showing location and identification of all electrical components and panels in the facility that were included as part of the arc flash assessment.
These drawings shall be made available to LCS in blueprint format, as well as an electronic format compatible with AutoCAD. No subcontracted engineers are to be used on this project. All work must be completed by full-time, State of VA licensed Professional Engineers, vendors are required to provide license #'s for all PE's working on this project.

The delivery of the report and labeling will consist of the selected vendor providing all required labeling and affix them to the appropriate panel or electrical device. Vendor is to provide and affix ALL Labels.

Phase IV - will consist of the implementation of the electrical safety program, *LO/TO* program to include, utilizing energized work permits, designed by the selected vendor based on the information collected during the study and compliant with OSHA and the NFPA 70E safe work practices. The selected vendor will provide all equipment, materials, and labor to perform training for two different classes of employee's. Qualified and Non-Qualified, "Qualified[11] employees shall attend a 2-day session on Electrically Safe Work Practices to promote electrical safety and the proper use of PPE in accordance with the guidelines required in arc flash hazards category 0 thru category hazard 4. Training will also include Lock-Out / Tag-Out training procedures to include the proper use of the *LO/TO* system based on your design and implementation in our facilities. The selected vendor will provide all materials, parts, and labor to establish an effective *LO/TO* safety program within LCS facilities. "Non-Qualified[11] employees will be required to attend a brief 4 hour session on general awareness of electrical hazards in the work place and safe work practices.

Phase V -the selected vendor will develop and provide LCS with a written and digital copy of a division wide Electrical Safety Program. This written program will list the Do's and Don'ts of electrical worker safety, rules to follow while engaged in working with energized circuits, to include hot work permit requirements, use of *LO/TO* procedures, and proper PPE while on duty.

Deliverables:

Arc Flash Hazard Report

- Final Reporting and Analysis Summary
- Hard and soft copy of the One-Line diagrams
- Hard & Soft copy of the Short Circuit Study data
- Hard & Soft copy of the Coordination Study data
- Hard & Soft copy printout of the coordination curves for each major electrical equipment/circuit breaker/fuse/cable, etc.
- Hard & Soft copy printout of the Arc Flash Evaluation showing the bus name, protective device name, bus kV, bus bolted fault (kA), protective device arcing fault (kA), trip/delay time (sec.), duration of arc (sec.), arc type, arc flash boundary (in.), working distance (in.), incident energy (cal/cm2), and required protective FR clothing class
- Hard & Soft copy of Electrical Safety Program
- Hard & Soft copy of Safety Training materials

- Hard & Soft copy of Arc Flash Warning label data
- Recommendations to reduce arc flash hazards for equipment with incident energies 4 cal/cm2 and above

Quality Assurance:

- The selected vendor shall provide all necessary material, equipment, labor, and technical supervision to perform the arc flash hazard analysis as described herein.

- The selected vendor shall utilize engineers and technicians that are experienced and regularly perform electrical power system testing. Electrical Engineers shall be licensed in the state of Virginia

- NO subcontracted personnel are permitted for this contract. Vendor must validate that all employees working on this project are of full-time employment by the vendor.

Appendix A
Lynchburg City Schools' Facilities included in Arc Flash Study

ELEMENTARY SCHOOLS	**ADDRESS**	**SQ. FT**	
W.M. BASS ELEMENTARY	1730 SEABURY AVENUE LYNCHBURG, VA 24501	65,000	
BEDFORD HILLS ELEMENTARY	4330 MORNINGSIDE DRIVE LYNCHBURG, VA 24503	51,517	
DEARINGTON ELEMENTARY	210 SMYTH STREET LYNCHBURG, VA 24501	31,889	
HERITAGE ELEMENTARY	501 LEESVILLE ROAD LYNCHBURG, VA 24502	51,250	
LINKHORNE ELEMENTARY	2501 LINKHORNE DRIVE LYNCHBURG, VA 24503	60,400	
PAUL MUNRO ELEMENTARY	46431 LOCKSVIEW ROAD LYNCHBURG, VA 24503	45,250	
PERRYMONT ELEMENTARY	409 PERRYMONT AVE. LYNCHBURG, VA 24502	51,975	
R.S. PAYNE ELEMENTARY	1201 FLOYD STREET LYNCHBURG, VA 24501	96,694	
SANDUSKY ELEMENTARY	5828 APACHE LANE LYNCHBURG, VA 24502	47,150	
SHEFFIELD ELEMENTARY	115 KENWOOD PLACE LYNCHBURG, VA 24502	49,469	
T.C. MILLER ELEMENTARY	600 MANSFIELD AVENUE LYNCHBURG, VA 24501	36,000	
TOTAL ELEMENTARY			586,594
MIDDLE SCHOOLS	**ADDRESS**	**SQ. FT**	
DUNBAR MIDDLE	1200-1208 POLK STREET LYNCHBURG, VA 24501	178,747	
LINKHORNE MIDDLE	2525 LINKHORNE DRIVE LYNCHBURG, VA 24503	207,590	
SANDUSKY MIDDLE	805 CHINOOK PLACE LYNCHBURG, VA 24502	133,000	
TOTAL MIDDLE			519,337

HIGH SCHOOL	ADDRESS	SQ. FT	
E.C. GLASS	2111 MEMORIAL AVENUE LYNCHBURG, VA 2501	384,566	
TOTAL HIGH SCHOOL			384,566
ALTERNATIVE	**ADDRESS**	**SQ. FT**	
FORT HILL COMMUNITY	1350 LIGGATES ROAD LYNCHBURG, VA 24502	8,700	
CARL B. HUTCHERSON	2401 HIGH STREET LYNCHBURG, VA 24504	35,413	
LAUREL REGIONAL	401 MONTICELLO AVENUE LYNCHBURG, VA 24501	21,000	
AMELIA PRIDE	1200 POLK STREET LYNCHBURG, VA 24501	4,804	
TOTAL ALTERNATIVE			69,917
ADMINISTRATIVE	**ADDRESS**	**SQ. FT**	
ADMINISTRATION BUILDING	915 COURT STREET LYNCHBURG, VA 24504	35,174	
FACILITIES AND TRANSPORTATION	3525 JOHN CAPRON ROAD LYNCHBURG, VA 24501	29,550	
TOTAL ADMINISTRATIVE			64,724
GRAND TOTAL			**1,625,138**

III. SOLICITATION SCHEDULE

This request for proposal will be governed by the following schedule:

Posting of RFP	April 08, 2016
Deadline for Written Questions	May 3, 2016 9:00 a.m.
Proposals are Due	May 12, 2016 4:00 p.m.

IV. PROPOSAL PREPARATION

The proposal response must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Responses shall be limited to no more than twenty pages excluding the cover by including all other materials. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive. The City reserves the right to request additional information or clarification if necessary throughout the evaluation process.

Offerors should organize the Proposals using the format described below and in the following order:
Title page

A. Table of Contents

B. Brief history of the firm including:

- Years in business as an established firm;
- Firm principals;

- Size of firm (denote partnerships or subcontractors necessary to facilitate full service scope);
- The name, position and telephone number of contact person authorized to conduct negotiations and authorize final contracts or otherwise bind the firm to a contractual relationship; and
- A specific listing of services the firm is uniquely qualified to provide.

C. Specific staff experience, by professional and educational qualifications, as it relates to providing services for the project scope including:

D. Brief summary as to why the firm(s) feels qualified to provide the requested services.

E. List at least three current and/or past work assignments of similar nature that the firm has directly contracted to provide within the last three years as a reference. For each reference, a brief description of services provided, organizational name, contact person and title, address and telephone number shall be provided.

F. A qualifying statement as to your firm's registry status with the Virginia State Corporation Commission.

G. Hourly rate structure for each representative of the firm to be assigned to the project by name and position/title. Describe any other direct costs not included in hourly rates, and provide an estimated overall fee for services. This fee is a nonbinding estimate and final costs for services will be based on the final scope and contract negotiations with the selected firm.

H. Provide a Certificate of General Liability meeting requirements as stated in this RFP.

I. Provide a clear statement of what will be your expectations of the City Staff to support your proposal.

J. The City reserves the right to check references and other information provided.

V. EVALUATION CRITERIA FOR PROPOSAL EVALUATION:

Demonstrated experience in projects of similar size and scope	20
Experience and qualifications of selected personal to perform study	20
Quality of deliverables from other projects with similar scope of work	20
Proposed alternatives that exceed the requirements of this RFP	20
Quality and Scope of Training	20
Total	100%

VI. METHOD OF AWARD

Following evaluation of the written proposals as submitted, selection shall be made of three or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, and respondents ranked 1, 2, 3 or more. Negotiations shall then be conducted with the firm ranked number 1 in an attempt to reach an agreement to provide the services. After negotiations have been conducted with the top ranked firm, an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations began with the firm ranked number 2. This procedure will continue until an agreement is reached or negotiations are terminated and the services re-solicited. Should the City determine in writing and in its sole discretion that only one Offeror is

fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

VII. GENERAL TERMS AND CONDITIONS

The Contract for Services ("Contract" or "Agreement") with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the City Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror's additional or alternate Contract terms may result in rejection of the proposal.

A. Subcontracting and Assignment of Work

The Consultant shall not subcontract or assign portions of the work, other than those specifically defined in the contract, without the express written consent of the City. A description of any work the Offeror proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Consultant who shall be responsible to the City for all work performed by any subcontractor or special consultant.

B. Independent Successful Firm

The Consultant is an independent firm and nothing contained in a subsequent contract shall constitute or designate such firm or any of its agents or employees as employees of the City.

C. Notification

Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Consultant in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City shall be given to the City of Lynchburg, Procurement Manager, 900 Church Street, Lynchburg, VA 24504. The Consultant agrees to notify the City immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

D. Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Consultant.

E. Termination

Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the Consultant; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the City until said work or services are completed and accepted. All information and materials gathered and/or prepared by or for it under the terms of the contract shall be delivered to, become and remain the property of the City. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Consultant.

Termination for Convenience:
The City may terminate this contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

Termination for Cause:
In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years:
If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

F. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

By entering this Contract, the Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

This contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any legal proceedings arising out of or related to this contract shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

G. Additional Services

The City may add to the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

H. Severability

Each paragraph and provision of the resultant contract will be severable from the entire contract and if any provision is declared invalid, the remaining provisions shall remain in effect.

I. Licenses and Permits

The successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

J. Nondiscrimination

If the resultant contract exceeds $10,000, during the performance of the contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Consultant will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

K. Payments to Successful firms

Payments to the Consultant shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City. The Consultant's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The Consultant agrees to retain all records, documents and support materials relevant to the contract for a period of five years following final payment. Invoices must be prepared in formats as required by funding agencies.

In accordance with Virginia Code Section 2.2-4354 the Consultant agrees that:

1. Should any contractor be employed by the Consultant for the provision of any goods or services under this Contract, the Consultant agrees to the following:

   (a) The Consultant shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:

      (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or

      (2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg Procurement Manager, 900 Church Street, Lynchburg, VA 24504.

   (b) The Consultant shall pay interest to the subcontractors, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.

   (c) The Consultant shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.

   (d) The Consultant's obligation to pay an interest charge to a subcontractor shall not be an obligation of the City.

   (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

L. Contractual Claims

Any claims by a contractor or anyone claiming on the contractor's behalf against the City arising under or relating to a contract shall only be resolved as specified in the City's Procurement Ordinance, Sec. 18.1-7, ensuring timely notice of the claim.

The contractor shall give the City written notice of any claim within ten (10) days of the beginning of the occurrence of the event leading to the claim being made. The written notice shall be a document from the contractor addressed to the City official or employee designated by the contract to receive such notice, or if no one is so designated, to the City Manager. The written notice shall clearly state the contractor's intention to make a claim, shall describe the occurrence involved, and shall be transmitted in a manner to ensure receipt by the City. The contractor shall submit the claim and any supporting data to the City within thirty (30) days after the occurrence giving rise to the claim ends. The burden shall be on the contractor to substantiate that it has given written notice and submitted its claim in accordance with this provision.

M. Taxes

The Consultant shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Consultant and not of the City and the City shall be held harmless for same by the Consultant.

N. Indemnification

To the fullest extent permitted by law, the Consultant, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Consultant's performance (or nonperformance) of the contract terms or its obligations under this contract.

O. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City. The rights and obligations of the Consultant are personal and may be performed only by the Consultant. Any purported assignment that does not comply with this provision is void. This contract is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

P. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

Q. Precedence of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror’s response to the Request for Proposals.

R. Insurance

The Consultant shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect it and the City from claims which may arise out of or result from the execution of the work, whether such execution be by the firm, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation and General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability). All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Consultant shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured under their General Liability coverage. The Consultant shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

S. Administrative Appeals Procedure

(a) The following are the exclusive procedures for a bidder or offeror to protest the city's award or decision to award a contract.

(1) Any protest to award a contract shall be in writing and shall be delivered so that it is received by the city manager not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.

(2) Except for a protest of an emergency or sole source procurement, a protest of a city award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for the city's decision. In the case of an emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.

(3) Protests shall only be granted if (1) the protester has complied fully with this Sec. 18.1-6 and there has been a violation of law, the Lynchburg public procurement code, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.

(4) The city manager shall issue a written decision on a protest within ten (10) days of its receipt by the city manager.

(5) If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge procurement by then filing suit in the Lynchburg circuit court, Lynchburg, Virginia, and serving the city with such suit within ten (10) days of such denial. Otherwise, the city manager's decision shall be final and conclusive, and the protester's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.

(6) The city should defer award of a contract where the decision to award has been protested unless there is a written determination by the city manager that proceeding without delay is necessary to protect the public interest or unless the bid or offer of the prospective awardee would expire.

(7) The validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal is filed.

(8) The exclusive relief allowed if a protest is granted is to void the decision being protested. If a contract has already been awarded and performance under the contract has begun, the contract need not be voided if not in the public interest to do so. Under no circumstances will any monetary amount be allowed to the protestor as part of any relief granted.

(9) Strictly following these procedures shall be a mandatory prerequisite for protest of the city's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.

(b) A protest may not be based upon the alleged non-responsibility of a person to whom the city awards or makes a decision to award a contract.

T. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the consultant that such consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each sub-Consultant or vendor.

Successful firm shall not use, possess, manufacture, or distribute alcoho1 or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees.

Successful firm understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a firm, the employees of which 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.

U. Certification by Consultant as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this solicitation, the Consultant certifies that neither the contracting official nor any of the Consultant's employees, agents or subcontractors who will work under this contract have been convicted of a felony.

V. Confidentiality

1. Consultant Confidentiality

The Consultant acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the City of Lynchburg. Therefore,

except as required by law, the Consultant agrees that its employees will not:

a) Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.

b) Access or attempt to access information beyond their stated authorization.

c) Disclose to any other person or allow any other person access to any information related to the City or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Consultant understands that the City, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the City may seek legal remedies available to it should such disclosure occur. Further, the Consultant understands that violations of this provision may result in Contract termination.

The Consultant further understands that information and data obtained during the performance of this contract shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by the City as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

2. City Confidentiality

The City understands that certain information provided by the Consultant during the performance of this Contract may also contain confidential or proprietary information. Consultant acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

W. The Consultant shall devote such part of its time as is reasonably necessary to the operations outlined under the resultant contract. The Consultant may engage in business ventures of a nature and description independent of this Contract with the City. The Consultant is required to disclose immediately any outside activities or interests, as they arise, that conflict or suggest a potential conflict with the declared or stated interests of the City. The Consultant is required to disclose all local government clients and must attest that work for those clients will not conflict with the interests of the City. The City reserves the right to object to such attestations. If such objections arise, the parties will agree to the best course of action to resolve the conflict or potential conflict.

X. The Consultant shall conduct all transactions under this contract in good faith. The Consultant will employ the highest ethical and professional standards at all times — failure to do so could result in termination of the Contract for cause or convenience.