



**REQUEST FOR PROPOSALS TITLE PAGE**  
**Include this Page as the First Page in the Proposal Response**

**City of Lynchburg, Virginia**  
**Procurement Division**

**Proposal Title: Wastewater Treatment Plant Combined Sewer Overflow Reduction Improvements**

This is the City of Lynchburg's Request for Proposals (RFP) No. 15-948, issued November 3, 2014. Direct inquires for information should be directed to Stephanie Suter: e-mail: [stephanie.suter@lynchburgva.gov](mailto:stephanie.suter@lynchburgva.gov); Phone: 434-455-3963; Fax: 434-845-0711. All requests for clarification of or questions regarding this RFP must be made in writing and received by 2:00 p.m., December 10, 2014. All responses to this solicitation shall be in strict accordance with the requirements set forth in this RFP document and the ensuing contract documents.

Sealed proposals will be publicly accepted prior to **4:00 p.m., December 18, 2014**; 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. Any alteration or changes to this RFP will be made only by written addendum issued by the Procurement Division, and all Offerors are responsible for obtaining issued addenda from the City's Procurement 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: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_ e-mail address: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name, Title

\_\_\_\_\_  
City Procurement Manager's Signature

## **I. SUBMISSION OF PROPOSALS**

- A. An original (1), so marked, and (6) copies, so marked, for a total of (7) of the proposal document are required. In addition, submit one (1) copy of proposal in an electronic format on CD. 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.
- 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 2.2-4342 F. 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. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interest.
- E. By submitting a proposal, the Offeror agrees that the proposal will not be withdrawn for a period of 90 days following the due date for proposal responses.
- F. By submitting a proposal, 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 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, 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. 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.
- I. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal. All proposals submitted will become the property of the City.

## II. BACKGROUND

- A. In 1979, the City of Lynchburg had combined sewers serving 6,000 acres with 132 overflow points. In 1989, the first Long Term Control Plan was developed to address the situation and since 1994 the City has been under a Special Order of Consent with the Virginia Department of Environmental Quality (DEQ) to resolve that situation. The initial Long Term Control Plan (LTCP) and subsequent revisions outlined a strategy of complete separation of combined sewers. The latest LTCP update, approved by the Virginia DEQ on September 5, 2014 significantly modifies the City's CSO strategy to meet water quality standards.

Instead of complete separation of storm and sanitary sewers, the main point of the new LTCP update is a recommendation of a capture and treat strategy which may include a combination of additional wet weather capacity at the Lynchburg Regional Waste Water Treatment Plant (LRWWTP) influent pump station, additional screening and grit removal facilities, wet weather storage, additional disinfection, and modifications to other existing LRWWTP components that may be required to integrate the new features into the current plant. The wet weather design flow is expected to be 76 million gallons per day.

Some minor components of collection system separation remain in the updated LTCP at a much reduced scale.

- B. The LRWWTP is located at 2301 Concord Turnpike in Lynchburg. The plant is rated at 22 million gallons per day (MGD) annual average flow with a peak flow of 44 MGD. Current and future upgrade recommendations to the LRWWTP are covered in the 2006 Nutrient Basis of Design report and the 2010 Solids Management Program and Capital Improvement Plans.
- C. In 2013 major improvements to the plant's secondary treatment system and aeration basins and installation of a new manual screen bar rack were made to bring the performance up to its rated wet weather capacity of 44 MGD.
- D. The intent of this Request for Proposal (RFP) is to solicit Architectural and Engineering Services from highly qualified firms to produce a preliminary engineering report (PER) considering alternatives to achieving the goals of the LTCP. The selected alternative, D2, in the LTCP update includes a conceptual WWTP flow diagram for increased wet weather treatment. However, in light of future upgrades, as referenced in paragraph B above, and future potential requirements for nutrient and sludge management modifications, the Offeror shall consider alternatives and recommend the configuration to best meet LTCP performance criteria in consideration of other potential future modification. A life cycle analysis of construction and operating costs shall be prepared for proposed alternatives.
- E. The following documents are available for viewing and downloading from the City's FTP site in the Procurement Folder: <ftp://ftp.lyncburgva.gov>. Please use the following login information:

Username: CityVendor  
Password: LynchburgRFP

1. Combined Sewer Overflow Long Term Control Plan Update, August, 2014 (LTCP)
2. Lynchburg Regional WWTP Basis of Design, September, 2006
3. Cog Rake Screen Evaluation, July, 2010
4. Pipe and Grit Chamber Condition Assessment, November 2010
5. Solids Management Program and Capital Improvements Plan, August, 2010
6. Secondary Treatment Process Improvement Plans, Record Drawings, January 2014
7. Secondary Treatment Process Improvement Project Manual, March 2011
8. Site Survey of Plant

### **III. SCOPE OF SERVICES**

The City reserves the right to award all or part of the work to one or several Offeror(s).

#### **Task 1 – Review of existing conditions and LTCP requirements**

The Offeror shall:

1. Gather existing information and review the City’s current headworks, treatment, and disinfection process.
2. Be familiar with all documents listed under paragraph I.E. above.
3. Be familiar with all applicable federal, state, and local regulations. The Offeror shall identify any current operational deficiencies that require upgrade to be fully compliant with such regulations.
4. Be familiar with all applicable Total Maximum Daily Loads (TMDLs).

The City of Lynchburg will make available to the Offeror:

1. Digital copies, in pdf format, of all documents listed in paragraph I.E. above. All information on the civil/site plan is intended to be as accurate as possible; however, the Offeror is responsible for any survey required to verify locations for design.

#### **Task 2 – Preliminary Engineering Report**

The Offeror shall prepare a preliminary engineering report (PER) with a detailed facility plan to meet the performance criteria as defined in the LTCP Update. Specific tasks to be performed in development of the PER include:

1. Analyze alternatives with list of pros and cons and determine the life cycle cost scenarios to achieve the LTCP performance criteria.
2. Analyze the relationship between the LTCP upgrades and potential future LRWWTP issues such as nutrient, nutrient trading, sludge management, chlorophyll-A, and other applicable requirements. Develop and rank a minimum of 3 alternate concepts to meet these needs.
3. Determine locations and configurations for any new proposed facilities.
4. Specify general elevations and dimensions for any new proposed facilities.
5. Specify sizing and layout of required mechanical, electrical, and hydraulic components.
6. Specify modifications to existing facilities required to integrate the proposed facilities into the plant functionality.
7. Document status of existing equipment within program areas that could be reused based on age, life expectancy, and past maintenance history.
8. Confirm functionality of proposed facilities.
9. Confirm plant hydraulics.
10. Assess backup power options for new facilities and other critical areas, including electrical power distribution improvements within the plant.
11. Prepare a site utility plan showing all proposed components including piping, controls, and power layouts.
12. Specify phasing of installation of proposed facilities incorporating the requirements of the LTCP and other operational and financial constraints including borrowing capacity.
13. Specify bid packaging configurations.

The deliverable shall consist of a PER document including the results of all the above subtasks. The report will be sealed by a Professional Engineer, registered in the Commonwealth of Virginia.

### **Task 3 – Construction Documents (optional)**

If so directed, the Offeror shall prepare construction documents including design drawings and construction specifications for selected design work. All final designs will be sealed by a Professional Engineer, licensed by the Commonwealth of Virginia.

The work shall include, but not be limited to:

1. Preparation of construction bid drawings and specifications including additional items such as:
  - a. City standard general conditions,
  - b. Technical specifications from equipment suppliers approved by City staff, and
  - c. Inserts and bidding procedures required by funding agencies.
2. Support for programming of SCADA integrating new controls into existing systems,
3. Structural plan sections and details,
4. Estimates of probable construction cost,
5. Delivery of construction documents to City Procurement Office in pdf format for inclusion on the City's website during bidding phase,
6. Construction bid support, and
7. Review of the contractor bids.

### **Task 4 – Construction Phase Services (optional)**

If so directed, the Offeror shall provide construction phase services to include:

1. Conducting the pre-construction conference;
2. Reviewing submittals;
3. Coordinating progress meeting;
4. Evaluating and processing change orders;
5. Providing on-call professional services for inspection, approval of major components, and recommendations on resolution of field issues;
6. Evaluating and approving Contractor's pay request; and
7. Updating layers in our existing AutoCAD record drawing.

### **Other Optional Services**

The City reserves the right to contract with the Offeror for engineering, survey, geotechnical, and other professional design services in preparing ready-for-bid construction documents for capital improvements related to all projects listed in Table 6-11 of the August 2014, LTCP update. These additional services may include evaluation of existing structural conditions, generating construction contract documents, preparing bid documents in both hard copy and electronic formats, generating written responses to questions posed during the bid proceedings, attending pre-bid conferences and production of associated minutes, and providing bid analysis and construction administration and inspection services.

## **IV. PROPOSAL PREPARATION**

Proposals 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 30 pages excluding the cover, 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. Proposals with extraneous information or staff will receive lower ranking.

Offerors should organize their proposals using the format described below:

### **Title Page**

Furnish the **REQUEST FOR PROPOSALS TITLE PAGE** and include it as the first page of the proposal. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

### **Section 1 - Project Understanding & Methodology**

Briefly describe the understanding of the scope of work to be accomplished, and describe the proposed approach to providing the required services. Explain how the project will be organized, and steps anticipated. Indicate a timeline for required and optional tasks.

### **Section 2 - Staff Experience**

Indicate the project manager and each individual with a proposed role in the project. For each individual involved show:

1. The role of the individual on this project,
2. The geographical location of the individual,
3. The corporate affiliation of the individual,
4. The projected availability of the individual over the next 12 months,
5. The proportion of the total project effort to be provided by the individual, and
6. A resume of prior related experience. For each project listed on the individual's resume indicate
  - a. The role of the individual on that project,
  - b. The number of equivalent full-time months worked by the individual on that project, and
  - c. The recentness of that project.

Resumes of individuals who will not be directly involved with the proposed project should not be included. Resumes for staff of sub-consultants should be included in the same format as those for the prime consultant.

### **Section 3 - Project Team**

Show a project team organization chart. For each individual indicate what proportion of total project staff-hours that individual will provide. Sum of all these proportions should be 100%. This may be divided into phases with proportions summing to 100% for each phase, if appropriate. Indicate the extent that individual team members have previously collaborated in terms of full-time months of collaboration.

### **Section 4 – Additional Firm Experience**

Indicate additional projects performed by the firm by staff outside the project team. Indicate the character, project size, and recentness of these additional efforts and how such experience would be beneficial to the project team and the City of Lynchburg.

### **Section 5 - References**

Provide a list of clients for whom similar services have been provided and dates when the service was provided. Include project name, types of services performed, client name, individual contact name, address, telephone number, and e-mail address.

## **Section 6 - Summary**

A brief summary of the reasons that the Offerors believe themselves to be the most qualified for this project.

## **V. PROPOSAL EVALUATION AND AWARD**

The following criteria will be utilized in evaluating proposals:

- A. Demonstrated understanding of the tasks and requirements depicted in the proposal.
- B. Familiarity with the present and future operation of the Lynchburg Regional Wastewater Treatment Plant and the Combined Sewer Overflow Long Term Control Plan Update.
- C. Expertise, experience and qualifications of the assigned staff, in providing services on projects of similar size and scope.
- D. Ability to manage projects expeditiously; approach to problem/task resolution; methodology/data gathering techniques and procedures; demonstrated cohesiveness of the project team.
- E. Additional Firm Experience to include the variety and extent of related projects performed by additional staff who would be available for consultation and backup to the project team.
- F. Conciseness and clarity of proposal organization including relevance of staff to this project and organization of the project team.

### **Method of Award**

Following evaluation of the written proposals as submitted, presentations shall be held prior to selection. The opportunity to present shall be made to two 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. Upon completion of the presentations the selection committee shall select the number 1 ranked firm and the City project manager shall begin negotiations with that firm in an attempt to reach an agreement to provide the services. Price shall be considered, but need not be the sole determining factor. If 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. At any stage of the selection process 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.

## **VI. GENERAL TERMS AND CONDITIONS**

### **A. Subcontracting and Assignment of Work**

The successful firm 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 firm will assign to the project. All work performed by any subcontractor firm shall be coordinated by the successful firm and the successful firm will be responsible to the City for all work performed by any subcontracting firm or special consultant.

### **B. Payment for Services**

Payments to the successful firm 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 successful firm's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The successful firm 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.

C. Independent Successful Firm

The successful firm is an independent successful 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.

D. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Successful firm 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 Successful firm 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.

E. Termination and Ownership of Documents

The City reserves the right to terminate the contract upon written notice to the Successful firm. In the event of termination pursuant to this paragraph which is not the fault of the Successful firm, the Successful firm shall be paid for all services provided through the date of termination. The contract will terminate immediately upon failure of the City of Lynchburg, City Council to appropriate funds for its continuance.

The Successful firm agrees that 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 upon completion of the work or termination of the CONTRACT. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Successful firm.

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.

Any legal proceedings arising out of or related to this agreement 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 or make changes in 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 agreement 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 Successful firm agrees as follows:

- a. The Successful firm 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 Successful firm. The Successful firm 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 Successful firm, in all solicitations or advertisements for employees placed by or on behalf of the Successful firm, will state that such Successful firm 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 Successful firm 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

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

- 1. Should any contractor be employed by the Successful firm for the provision of any goods or services under this Contract, the Successful firm agrees to the following:
  - (a) The Successful firm 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 subcontractors firm's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg Procurement Coordinator, 900 Church Street, Lynchburg, VA 24504.
  - (b) The Successful firm shall pay interest to the subcontractors firm, at the rate of one percent per month on all amounts owed to the subcontractors firm 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 Successful firm shall include in each of its subcontracts a provision requiring each subcontractors firm to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.
  - (d) The Successful firm's obligation to pay an interest charge to a subcontractors firm 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

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 Successful firm's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the City's Procurement Manager, Third Floor City Hall, 900 Church Street, Lynchburg Virginia 24504 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The City's Procurement Manager shall render a decision on the claim and shall notify the Successful firm within 30 days of receipt of the claim. The Successful firm may appeal the decision of the City's Procurement Manager by providing written notice to the City Manager, within 15 days of the date of the decision. The City Manager shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Successful firm appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Successful firm shall be delivered to the City no later than 30 days following the conclusion of the work or delivery of the goods.

M. Taxes

The Successful firm 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 Successful firm and not of the City and the City shall be held harmless for same by the Successful firm.

N. Indemnification

To the fullest extent permitted by law, the Successful firm, 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 Successful firm's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

O. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City.

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. Responsibility for Property

The Successful firm shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.

R. 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.

S. Insurance

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

T. 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 protester 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 protester 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 protester 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.

#### U. 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 consultant shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees.

Successful Consultant 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 Consultant, the employees whom 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.