City of Lynchburg, Virginia
Procurement Division

Proposal Title: **Pre-Qualification of Engineering Services for Transportation and Retaining Walls**

This is the City of Lynchburg's Request for Proposals (RFP) No. 2017-067, issued April 3, 2017. Direct inquiries for information to: Melissa Tillman; Phone: 434-455-4228; Fax: 434-845-0711 or e-mail at melissa.tillman@lynchburgva.gov. All requests for clarification of or questions regarding this RFP must be made in writing and be received by 11:00 a.m. on April 20, 2017. All responses to this solicitation shall be in strict accordance with the requirements set forth in this proposal document and the ensuing contract documents.

Sealed proposals will be publicly accepted prior to 3:00 p.m., **May 3, 2017**; 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 Request for Proposals will be made only by written addendum issued by the City of Lynchburg, Procurement Division.

All Offerors are responsible for obtaining issued addenda from the City’s Procurement website: http://www.lynchburgva.gov/current-soliciations. (Failure to acknowledge the addenda may result in rejection of proposal)

Acknowledge receipt of Addenda here: No. _____ Date: _______, 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 3 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. **Indicate which services you are requesting pre-qualification for on page 2.** Sign in ink and type or print requested information.

Full Legal Name of Offeror: _______________________________________________________________________________

Federal ID or SSN: _______________________________ Date: _______________________________

Address: ___________________________________________ Phone: (_____)___________________________________

_________________________________________ E-mail: ________________________________________

Signature: __________________________________________ ______________________________________________

Printed Name, Title

City Procurement Signature
PRE-QUALIFICATION OF ENGINEERING SERVICES:

Please mark below as to which areas of expertise you are submitting your proposal for:

- Access Management for Transportation
- Bridge Analysis and Design
- Bridge Structure Inspections
- Construction Administration
- Geotechnical Analysis
- Overhead Sign Structure Inspection
- Pedestrian and bicycle facility design
- Retaining Wall Analysis and Design
- Transportation Infrastructure Analysis and Design
- Signal Pole Structure Inspection
- Stormwater and Culvert Design
- Traffic Control / Maintenance of Traffic Plans
- Traffic Engineering
- Intersection Signalization Design
- Surveying and Plant Preparation

Please Note:
The City reserves the right to award to multiple firms and pre-qualify firms based on their specific areas of expertise. Individual work assignments will be negotiated for each specific project on an as needed basis. It shall be the sole decision of the City regarding which engineer the assignment is awarded to if contracts are awarded to multiple firms. The City reserves the right to perform work in-house or to award large projects through a separate procurement action. Pre-qualification does not guarantee any future contract.
1. **SUBMISSION OF PROPOSALS**

A. **An original (1), so marked, and (3) copies, so marked, for a total of (4)** of your proposal document are required. **In addition, one (1) copy of proposal in an electronic format**, either USB drive or CD in Microsoft Word format or PDF file format must also accompany your proposal. 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(s). 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. 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. It is the policy of the City of Lynchburg to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities. The City does not discriminate against faith-based organizations.

J. 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.

K. By submitting a proposal, the Offeror is certifying that Offeror is not currently debarred by the City, or in a procurement involving federal funds, by the Federal Government. A copy of the City debarment procedure in accordance with Section 18.1-10 of the City’s Procurement Ordinance is available upon request.
2. GENERAL INFORMATION AND OBJECTIVES

The City of Lynchburg is responsible for inventory, design, construction, inspection, operation and maintenance of its transportation and retaining wall infrastructure. Our current inventory consists of roughly 500 center line miles of paved roadways and associated sidewalks, bike lanes, 70 bridges, 160 large culverts, 110 traffic signals, and 300 retaining walls within the City limits.

The City has identified an inventory of retaining walls that require inspection, monitoring, temporary stabilization (either as a response to an emergency situation and/or non-emergency situation), as well as rehabilitation or reconstruction. Retaining Wall structures may include: bulkheads, waterfront structures, underwater structures, step streets, etc. The existing retaining walls may be of various types (i.e. gravity walls, cantilever walls, counterfort walls, buttress walls, etc.) and materials (i.e. timber, stone, masonry, un-reinforced concrete, precast concrete, sheet pile, etc.).

The typical projects may include: providing engineering design, construction, inspection, operation, monitoring and maintenance services for various transportation and retaining wall projects. Specific assignment may include:

A. Access Management for Transportation
B. Bridge Analysis and Design
C. Bridge Structure Inspections
D. Construction Administration
E. Geotechnical Analysis
F. Overhead Sign Structure Inspection
G. Pedestrian and bicycle facility design
H. Retaining Wall Analysis and Design
I. Transportation Infrastructure Analysis and Design
J. Signal Pole Structure Inspection
K. Stormwater and Culvert Design
L. Traffic Control / Maintenance of Traffic Plans
M. Traffic Engineering
N. Intersection Signalization Design
O. Surveying and Plant Preparation

The City reserves the right to award to multiple firms and pre-qualify firms based on their specific areas of expertise. Individual work assignments will be negotiated for each specific project on an as needed basis. It shall be the sole decision of the City regarding which engineer the assignment is awarded to if contracts are awarded to multiple firms. The City reserves the right to perform work in-house or to award large projects through a separate procurement action.

The services outlined in this solicitation are specifically relative to the requirements of the City of Lynchburg Department of Public Works; however, engineering services may be required by other City departments as a lead department for projects which impact transportation or retaining walls.

Funding for capital and maintenance projects is appropriated by the City's Capital Improvement Program which is financed by local, state, and federal funds. The City is part of the First Cities initiative and receives VDOT revenue sharing funds as well as funds through various grant awards. Contract limits will be bound by the Virginia Public Procurement Act (VPPA).

3. PROJECT INTENT

The purpose of this Request for Proposal (RFP) is to prequalify firms in their area of expertise that can provide “on-call” Professional Engineering Services for the City of Lynchburg. To facilitate its needs, the City desires to establish a requirement contract, (i.e., a contract which will be used on an as-needed basis), so when the need for services arises in connection with a specific project, the City will issue a Task Order to the Consultant for Engineering Services.

The Consultant and City will mutually define the project specific scope of services on a per project basis. The consultant shall be responsible for performing all professional engineering services relative to the project, on a per project basis.

Offerors should address their ability to provide any or all of the individual services listed in the following sections, based on the following requirements, at a minimum:
A. PLANNING, DESIGN, AND CONSTRUCTION ADMINISTRATION

The City is requesting Professional Engineering Services to assist with planning, condition assessment, rehabilitation of existing and construction of new infrastructures. Below is a list of services:

1. **Planning** – The Offeror shall be familiar in developing planning documents consistent with existing planning goals of the City and Region 2000. The Offeror will be required to coordinate designs with the City's Comprehensive Plan and other existing planning documents.

2. **Surveying** – The Offeror shall have available, either in-house or via sub-consultant, survey capabilities to conduct all necessary courthouse research and field survey work required. Work may include property research, field survey locations and invert, easement and right-of-way, plat preparation, and post-construction as-built survey and drawing preparation. All surveys shall use City-referenced coordinates. As-built surveys shall be in accordance with the City of Lynchburg Manual of Specifications and Standard Details and all survey work shall be performed by a surveyor licensed in Virginia.

3. **As-Built Drawings and Survey** – In accordance with the City’s Design Manual requirements, the Offeror shall be capable to prepare a set of as-built prints of drawings and electronic files, showing the changes made during the construction phase of the project. These shall be based on red-line drawings provided by the contractor. Where not required to be provided by the contractor, an as-built survey is required to provide final GIS coordinates and information.

4. **Easement Plat Preparation** – The Offeror shall have available, the expertise to prepare easement plats for recordation of project easements. Survey capabilities may be in-house or through a sub-consultant.

5. **Geotechnical Services** – The Offeror shall have available, either in-house or via sub-consultant, geotechnical study expertise to include soil studies, depth of groundwater or depth of rock analysis, and other geotechnical services as needed.

6. **Condition Assessment** – The Offeror shall demonstrate the capability of providing existing infrastructure condition assessments.

7. **Design Documents Preparation** – The Offeror shall have the capacity to produce construction design documents. This includes preparation of preliminary engineering or conceptual design reports, preparation of Bid Documents (to include drawings, specifications, easement plats) in multiple phases to allow City review and comments, working with City staff in resolving comments, development of erosion and sediment control plans, development of Stormwater plans (SWPPP), development of traffic control plans where needed, preparation of opinions of probable construction cost at agreed upon phases of the design project, and working and negotiating with appropriate government agencies and authorities to achieve project approval.

   Design reports, plans and specifications shall be signed and sealed by a Professional Engineer, licensed in the Commonwealth of Virginia.

   The City utilizes its own Manual of Specifications and Standard Details for commonly required details and items. These are available on the City's web site. The City Procurement Division also provides front-end documents and specifications for most bid projects.

8. **Bid Phase Services** – The Offeror may be required to provide consulting services during the bid phase of projects.

   This may include development of bid alternates; facilitation and documentation of pre-bid conferences; consultation on the acceptability of substitute materials; responding to bidders questions; preparation of addenda; and review, evaluation and negotiation of the lowest responsible bids.

9. **Construction Phase Services** – The Offeror shall demonstrate the ability to provide construction administration services for transportation projects. Work may include facilitation and documentation of the pre-construction conference; review and approval of shop drawings, tests, and inspections; determine the acceptability of substitute materials or equipment; make project inspections and document the findings of work quality; approve or disapprove work completed by the contractor; review the contractor’s schedule throughout the project; respond to requests for information pertaining to the design and issue instructions to the contractor; prepare and/or review change orders; review and approve contractor’s pay requests; conduct substantial completion inspections and preparation of the project punch-list; and otherwise act as the representative of the City to the extent authorized during the construction phase of the project.

   The Offeror shall have available construction inspection services to the extent required by the City. This may include the use of a full-time project inspector.
10. **Public Relations** - The Offeror shall assist the City in gaining approval of projects through public meetings. This work may include assisting City staff, or providing the lead, in making presentations to City Council, other city officials, other governmental agencies, and to the general public in various forums as necessary.

B. **ADDITIONAL REQUIREMENTS FOR STATE AND FEDERAL FUNDED PROJECTS:**

   2. Plans developed in accordance with AASHTO standards.
   3. Compliance with all pertinent environmental regulatory requirements.

C. **DELIBERABLES:**

   Where deliverables are required as a part of the scope of work, all documents shall be delivered in the following formats, and shall become property of the City of Lynchburg:

   1. Reports and Text Documents- Submit in MS Word format and pdf format.
   2. Design Drawings- Submit in 2016 AutoCAD format and pdf format.
   3. As-Built Survey- Submit in 2016 AutoCAD format.

4. **SCOPE OF SERVICES**

   **Types of Services:** The types of services the Consultant may be required to provide under this contract also include: (1) Emergency Rapid Response Services in which Consultants shall respond and mobilize to the site within 3 hours of notification by City personnel; (2) Non-emergency Rapid Response Service in which Consultants shall respond and mobilize to the site within 24 hours of notification by City personnel; (3) Engineering Design Services; and (4) Construction Support Services. The actual services to be provided by the Consultant for a specific project shall be specified in the Task Order.

   **Staffing Plan:** For all services pursuant to this Contract, the Consultant shall be required to submit a Staffing Plan in accordance with the Contract. Such Staffing Plan must indicate the personnel who will perform the services specified in the Contract. The Staffing Plan is subject to review and approval by the City. Such approval must be obtained prior to the commencement of services hereunder, and prior to execution of the contract.

   **Criteria for Services:** All required engineering design and related services shall be in accordance with the following: (1) the Scope of Services; (2) the Task Order; and (3) all applicable local, state and federal laws, rules and regulations.

5. **GENERAL REQUIREMENTS AND PROJECT COORDINATION**

   During the Engineering Design Services Phase, the Consultant shall be responsible for providing the services set forth below on a continuous basis.

   A. **General:**

      1. The design shall provide for the continuation of vehicular traffic in the vicinity of the project area. Access to private properties must be maintained at all times during construction.

   B. **Progress Reports:**

      1. The Consultant shall prepare and submit a progress report that is in accordance with the Contract Schedule set forth in the Task Order. The progress report shall include, but not be limited to, the following: target dates for completion of In-depth Inspection, Field Survey, Concrete Coring, Soil Investigation Programs; submission dates for Draft Condition Inspection Report, Final Condition Inspection Report, Draft Preliminary Drawings, Approved Preliminary Drawings; Advanced Plans; Plans, Specifications & Estimate (PS&E), Construction Documents; a detailed listing of all tasks, sub-tasks and milestones; the time necessary to complete the various tasks, sub-tasks and milestones; the interrelationship of milestones; the interrelationship and dependency of the various elements of the progress report; and the critical path for the transportation related or retaining wall project(s).
C. **Meetings and Coordination:**
   1. The Consultant shall schedule, coordinate and participate/function as Chairperson at all meetings held during the progress of the contract, including any/all required follow-up meetings and/or actions.
   2. The Consultant shall prepare draft and final minutes for all required meetings and conferences. The draft minutes shall be prepared and distributed to the City Project Manager, Engineer and affected parties within two (2) business days of the meeting. Upon receiving comments on the draft minutes, the Consultant shall revise the minutes, as appropriate, and shall distribute final minutes of meeting within five (5) business days.
   3. The Consultant shall prepare and distribute all necessary correspondence as directed by the City.

D. **Public and Private Utilities Coordination:**
   1. Any utility owned and/or maintained by the City (e.g. water main, sewer line, traffic signals) is defined as Public Utility.
   2. Any utility, which is not owned and/or maintained by the City (e.g. gas main, electric lines, telephone lines, fiberoptic lines, cable services, pipelines, etc.), is defined as Private Utility.
   3. The consultant shall clearly identify the location and ownership of all utilities, public as well as private, existing or proposed, within the project limits.
   4. Public Utilities: The Consultant shall provide design services for all items of work required by the Public Utility. At the onset of the Project, the Consultant shall meet with Public Utility to identify the items of work to be included in the design. At a minimum, the work shall include the following items: (1) maintenance of existing utility services during construction, (2) relocation of existing utilities, and (3) installation of new utilities and support. For all items of work required by the Public Utility, the Consultant shall provide all required design services at each stage of the design (preparation of plans, specifications, construction details, cost estimates, etc.).
   5. The Consultant shall obtain timely approval letters from all affected public and private utilities prior to the finalization of the Construction Documents.

E. **Permits:**
   1. Permits may be required from the impacted agencies during the design and/or the construction. The impacted agencies include, without limitation: Railroad, Army Corps Engineers, DEQ, DCR, VMRC, City of Lynchburg VA, etc.
   2. The Consultant shall obtain all permits necessary for completion of the design. The Consultant shall start the permit application process as early as possible in the design phase to ensure that all required permits are obtained in a timely fashion.
   3. The Consultant shall include language in the Construction Documents requiring the contractor to obtain all necessary permits. The Consultant shall clearly identify all the permits the contractor is required to obtain for construction of the project.
   4. The application fees and permit fees shall be paid by the City.

F. **City's Responsibilities:**
   As part of this scope, The City will perform the following:
   1. Advertise all public hearings and construction bids.
   2. Conduct all bidding, addenda issuance, and administer the construction contract.
   3. Assist in obtaining permission to enter upon public and private property as required for the engineer to perform services. The City will acquire the necessary easements and property.
   4. The City will provide all information in possession of the City, including GIS Data to include: planometrics, topography, utilities, aerials and property lines, as needed for the project.
   5. Examine all studies, test results, reports, sketches, drawings and proposals and any other document presented by the engineer.
   6. Provide a designated City Representative with respect to the work to be performed for each assignment.
   7. Coordinate with the VDOT and the FHWA when applicable.

G. **Professional Standard:**
   Offerors should demonstrate their ability to:
   1. Perform all tasks in accordance with generally accepted professional standards.
   2. Provide to the City the best possible advice and consultation within the engineer’s authority and capacity.
   3. Comply with all applicable regulations, laws, ordinances and requirements of all applicable governmental agencies and authorities.
4. Assign work to be performed to qualified personnel in sufficient numbers to meet negotiated performance schedules.

H. Specifications:
1. City General Specifications and Standard Drawings, latest revision
2. AASHTO
3. VDOT Road and Bridge Specifications, latest edition
4. VDOT Road and Bridge Standards, latest edition
6. Project specific specifications and design standard, as determined by the City.
8. American Concrete Institute standards for Concrete and Masonry.
9. American Institute of Steel Construction standards for Steel
10. American Society of Civil Engineers, ASCE 7 latest version- adopted by the Commonwealth of Virginia for design criteria
11. FHWA

I. Mandatory Requirements:
1. Survey shall tie into City's existing coordinate system.
2. Compliance with all applicable terms of this RFP and the subsequent negotiated Contract.
3. Compliance with all applicable standards of the associated profession.
4. Compliance with all applicable Federal, State and local laws and regulations.
5. Federal Reference - 23 CFR 172, for federally funded projects.

6. PROPOSAL PREPARATION AND EVALUATION

A. Solicitation Schedule

This request for proposal will be governed by the following schedule:
- Posting of RFP: April 3, 2017
- Deadline for Written Questions: April 20, 2017 by 11:00 a.m.
- Proposal submissions are due: May 3, 2017 by 3:00 p.m.

B. Proposal Preparation

The proposal response must address the items included in the Project Intent, 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 five (25) single-sided pages including all 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.

Offerors should organize their proposals using the format described below:
1. Letter of transmittal including name, address and telephone number of firm, including the location of the office that will directly contract for the work.
2. Title Pages 1 & 2 of this Request for Proposal #2017-067
3. Table of Contents
4. Brief history of the firm including:
   a. Years in business as an established firm
   b. Firm principals
   c. Size of firm (denote partnerships or subcontractors necessary to facilitate full service scope)
   d. 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
   e. A specific listing of services the firm is uniquely qualified to provide
5. Specific staff experience, by professional and educational qualifications, as it relates to providing services for the project scope. Provide a resume of all key individuals of the firm who would be involved in projects; describe their educational background, specific area of expertise, physical location, role/responsibility and related experiences.
6. Available staff and current workload - A summary of staff with their experience in various disciplines needed to complete the work.
7. Brief summary as to why the firm(s) feels qualified to provide the requested services, any performance data pertinent to the proposed projects, and any proposed alternative concepts.
8. List current and past work assignments of similar nature that the firm has directly contracted to provide within the last five years; include name, address, telephone number and e-mail address of at least 3 references.
9. A qualifying statement as to your firm's registry status with the Virginia State Corporation Commission.

C. Criteria for Proposal Evaluation

These criteria are to be utilized in the evaluation of qualifications for development of a pre-qualified shortlist of firms who may be considered “on-call” for services:

1. Demonstration of the firm’s ability to perform engineering services relative to proposed engineering services for Public Works projects. Identify all disciplines available within the firm and those that will be subcontracted to others which are relevant to the project scope. (20 %)
2. Demonstrated competency and qualifications of personnel including the depth of experience, expertise and performance on projects of similar nature. Evaluate the qualifications and education of all personnel, including sub-consultants, who will be assigned to work on City projects. (20 %)
3. Understanding of the proposed projects a firm is pre-qualifying for and documented performance on 3 projects of similar nature. (20 %)
4. Demonstrate a minimum of five years of experience in the areas which the firm is proposing, plus any alternative approaches they provide (20 %);
5. Adequacy of firm’s resources available to provide the services for the contracts within the time, budget and operational constraints that may be present and the comments and/or recommendations of the engineering firm’s previous clients as well as others references. (20 %)

7. COMPENSATION AND PERFORMANCE SCHEDULES

A. Compensation

As full payment and compensation for the performance and completion of work acceptable to the City for each project, the City will pay the engineer in accordance with the sum determined for the individual project assignment. All work shall be performed for each project and shall be done on a lump-sum, not-to-exceed basis or the fee shall be negotiated prior to assignment by incorporating a maximum hourly fee charge. Total fee shall include all expenses for performing the necessary work, including professional fees and reimbursable expenses. Reimbursable expenses, which shall be the actual expenses incurred in connection with the work performed for transportation, and sustenance incidental thereto, reproduction of reports, drawings and specifications shall be estimated at the time of negotiation with actual expenses added to invoices. When assignments are negotiated on a lump-sum or not-to-exceed basis, the cost of attending the number of meetings as required by the City, shall be included in the fee.

B. Performance Schedule

The engineer shall perform work in accordance with a performance schedule negotiated at the time of project assignment. The engineer shall assign the work to qualified personnel in sufficient numbers to complete the work according to the performance schedule. The engineer shall designate one employee to oversee each project. The designated employee shall work continuously on the project until final reports are accepted by the City.

C. Changes in Performance Schedule

The City may make changes to the work previously negotiated for an individual assignment. If any such change increases or decreases the time required to perform the work, the performance schedule will be adjusted accordingly. The engineer shall not be entitled to adjustments for changes in work that in the opinion of the City do not result in an increase in the engineer’s cost of performing the work. Any changes in the scope of work for project assignments and performance of any additional services shall proceed only with express written authorization of the City.
8. **METHOD OF AWARD**

Following evaluation of the written proposals, the City reserves the right to award to multiple firms and pre-qualify firms based on their qualifications in specific areas of expertise. The City shall engage in discussions with Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services.

When requiring Engineering Services, the City reserves the right to negotiate with any or all Offerors on any specific project for which they are prequalified. Selection may be based on qualifications, quickness of response (or proximity to the City), project team availability, projected fee, or other method at the City's disposal. It shall be the sole decision of the City regarding which engineer the assignment is awarded to if contracts are awarded to multiple firms. **Pre-qualification does not guarantee any future contract.**

The Offeror shall coordinate with the City to develop the scope of work, fee schedule, and schedule for the proposed services. Task orders shall be negotiated and prepared between the City and the Offeror on a project-by-project basis.

Projects which are projected by the City to exceed a State designated contract value will not be considered for negotiation with pre-qualified Offerors. These projects will be posted by the City for open submittal under State procurement law and will be open for submittals from pre-qualified Offerors and other Offerors. The City reserves the right to perform work in-house or to award large projects through a separate procurement action.

9. **CONTRACT TERM**

The initial term of this contract shall be for a period of one (1) year effective at the time of award. At the time of contract expiration, the engineer shall complete, at the discretion of the City, any assignment undertaken, but not yet completed. The engineer will be compensated for all such work undertaken and completed to the satisfaction of the City.

The resulting contract may be renewed at the City’s discretion for four (4) successive one year periods under the terms and conditions of the original contract, except as stated in A and B below. Upon mutual consent of the parties to the contract, written notification will be given to the Contractor signed by both parties to the original agreement.

A. If the City elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase/decrease of Table 4 "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be [http://www.bls.gov/cpi](http://www.bls.gov/cpi).

B. If during any subsequent renewal periods, the City elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase/decrease of Table 4 "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be [http://www.bls.gov/cpi](http://www.bls.gov/cpi).

10. **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 District Court or
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, and 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. 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 firm shall be repaired or replace to the satisfaction of the Owner, at the Successful Firm’s expense.

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 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 protestor'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 has been 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.

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

V. **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.

W. **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.

X. Notice of Cure

A cure letter is used when a contractor has failed to perform or deliver in accordance with the provisions of the Contract. Such notice provides the Contractor a period of time to correct or “cure” the deficiency and places Contractor on notice as to the consequences for failure to take the required corrective action. Such notice may be given orally or in writing. Notice of Cure informs the Contractor that non-conformance is a breach of contract and if the deficiency is not corrected within a stated number of days, the City will terminate the contract for default and hold the Contractor liable for any excess costs.

Y. Right to Audit

All contracts are subject to audit by Federal, State or City personnel or their representative at no cost to the City. Consultant agrees to retain all records, books and other documents relevant to this contract and the funds expended hereunder for at least four (4) years after contract acceptance or as required by applicable law. Requests for audits shall be made in writing and Consultant shall respond with all information requested within ten (10) calendar days of the date of the request.

Z. 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.

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.