



**REQUEST FOR PROPOSALS (RFP) #21-0136 Design for Learning Lane Culvert Replacement**

**NIGP Commodity Codes:** 925-17-00 Civil Engineering  
925-17-20 Civil Engineering Services, General  
925-28-00 Drainage Engineering

**Issue Date: December 30, 2020 • Due Date/Time: January 29, 2021 – 1:00 P.M. EST**

Purchasing Manager: Matt McGovern | E-mail Address: mrmcgovern@fredericksburgva.gov

**PROPOSAL SUBMISSION:** All proposals must be received by the date and time shown on the cover page of this solicitation at the following address. Any proposals received after the stated time and date will be returned unopened. See Standard Terms for additional REQUIRED information regarding “Identification of Sealed Proposals.” Delivery address: City of Fredericksburg, Finance Dept. Attn. Matt McGovern, 715 Princess Anne Street, Fredericksburg, VA 22401

**OPTIONAL PRE-PROPOSAL VIRTUAL MEETING:** An optional pre-proposal virtual meeting will be held at January 13, 2021 at 10:00 a.m.; SEE ATTACHMENT E for details.

**CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, then it is the Offeror’s responsibility to contact the Purchasing Manager **in writing, no later than January 21, 2021. Oral requests for information will not be accepted.** No further written inquiries will be accepted after **4:00 P.M. local time on January 21, 2021.** Any revisions to the solicitation will be made only by an addendum issued by the Purchasing Manager. Any addenda, notifications, extensions, cancellations or changes will be posted January 07, 2021 on the City’s website at [www.fredericksburgva.gov](http://www.fredericksburgva.gov) and the Commonwealth of Virginia’s e-procurement website, [www.eva.virginia.gov](http://www.eva.virginia.gov). No other notification will be provided. It is the responsibility of the prospective Offeror to obtain all current information from either the City website or the eVA website.

**PERIOD OF CONTRACT:** It is the intention of this project to have the requested product 8 weeks from award of project / Notice to Proceed.

The undersigned hereby offers and agrees to furnish all goods and/or services in accordance with the attached signed proposal and the mandatory requirements outlined herein, or as mutually agreed upon through subsequent negotiation.

Company Name: _____	Email: _____
Address: _____	Telephone: _____
City/State/ZIP: _____	Fax: _____
Signature: _____	Cell: _____
Printed Name: _____	DUNS Number: _____
Title: _____	eVA Vendor ID: _____
Date: _____	Vendor SCC ID: _____

**NOTE:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**Purpose:**

The City of Fredericksburg is seeking a Proposal to perform the Land Development Engineering Services for providing a replacement design of the existing triple Corrugated Metal Pipe (CMP) running under Learning Lane, approximately 130' feet east of its intersection with U.S. Route One. Learning Lane serves as the entrance road to the Walker Grant Middle School (GPIN 7778-34-4743). The proposal should be based on providing base mapping and layout drawings for the replacement of the existing culvert and correction of the severe erosion problem at the upstream invert of the pipe. The proposal/contract should be based upon the regulations and requirements of the City of Fredericksburg and the Commonwealth of Virginia.

**Background:** The existing Learning Lane CMP was installed approximately 50-years ago. Adjacent property has similar CMP that has failed resulting in eroding slopes that have contributed to substantial blockage of the City pipes. It is the City's intention to rehabilitate the drainage with a reliable, long-term drainage solution.

**Scope of Work:**

**1. Topographical Survey:** This item includes a field based as-built survey of the Learning Lane culvert crossing and study area then provide detailed base mapping of the general area of study, including the establishment of a GPS measured baseline with horizontal and vertical control for the selected contractor. Topographic mapping will be at a minimum of 1" = 20' showing 2' contour intervals and associated critical spot shots; it will also include an AutoCAD digital file to be used for base mapping of the proposed engineered drawings. Survey verify / stake the boundary line of City property in proximity of the erosion issues to the adjacent Purvis parking lot to ensure no grading or construction required for the implementation of the corrective measures occur off site; or if necessary, prepare appropriate easements / instruments to facilitate project.

**2. Engineer Services:** This item includes a hydraulic analysis and preparation of a Development Plan for replacement of the existing pipe. During this phase the design engineer will coordinate with City staff as the analysis progresses in order meet the City's desired outcome. It is the City's intention that the design manage the drainage of a 100-year, 24-hour storm event. Once staff has selected the preferred solution they want to move forward with the design engineer will proceed with final plans that the city can put out to bid. Final plans shall include the establishment of an agreed pipe design, including plan and profile view and material specifications and cost estimates. In addition, the plan will include grading as necessary to facilitate drainage, site tabulations, storm drainage design (as required), Phase 1 and Phase 2 erosion control plans and a Traffic Management Plan (TMP) in accordance with the city requirements and VDOT. The proposed scope of services should not include any water quality or quantity analysis for purpose of compliance with Best Management Practices or the preparation of a VSMP permit application.

**Reimbursable Expenses:** The City shall reimburse the awarded company for all expenses incurred by the awarded company in connection with the performance of

services for the City under this Agreement. The awarded company may submit invoices for reimbursable expenses separately from invoices for services. The cost of all prints, copies, or other reimbursable will be billed to the City as they are ordered.

### **Meeting and Deliverables**

#### **At a minimum the City expects the proposal to include-**

- A. 100% site plan submittal / approved plan set
- B. Projected design schedule
- C. Provide finished design documents as 24" by 36" plan sheets, .pdf files, and City ARC/CAD-compatible files (e.g., .dwg, .dxf, etc.).
- D. Meet with City prior to 100% submittal.
- E. Deliver final site plan and construction/design documents for selected improvements.

### **Proposed Schedule**

The proposal shall include a schedule of tasks and delivery dates. Final plan that the City can put out to bid should be completed within 8 weeks of Notice to Proceed. Timeframes are marginally negotiable.



## Proposed RFP Schedule

RFP advertised	12/30/2020
Pre proposal meeting	1/13/2021 @10am
Deadline for Offerors' questions	1/21/2021 @4pm
Anticipated publishing of Addendum	01/22/2021
Proposals due	1/29/2021
Anticipated contract award	2/21/2021

Please note that some of these dates are approximate, the City may amend this schedule.

### IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

#### A. Proposal Requirements

In order to be considered for selection, Offerors should submit a complete response to this RFP.

##### Proposal Delivery Methods:

Preferred - One (1) original, 4(#) hard copies, and one (1) electronic PDF format on a USB 'thumb drive' of each proposal of the at the specified due date and time.

The Offeror shall make no other distribution of the proposal.

It is the Offeror's responsibility to ensure that proposal packages are received by the time and date indicated at the appropriate location. Proposals submitted elsewhere, including to other City buildings, will not be accepted.

Refer to the cover page of this document for the deadline and for the address.

#### 1. Proposal Preparation

An authorized representative of the Offeror must sign any submitted proposal. All required information should be submitted. If an Offeror fails to submit all information requested, the purchasing agency may request prompt submission of missing information after the receipt of proposal. Failure to submit all required information may result in a lowered evaluation score of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should provide a straightforward, concise description of capabilities to satisfy the requirements of the RFP. The Offeror is responsible for all costs of proposal preparation. The City is not liable for any costs incurred in preparing a response to the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. The proposal should contain a table of contents which cross-references the RFP requirements.

Other proposal format requirements include:

- a. The entire proposal response shall be limited to 50 typed pages (excluding the complete RFP) signed and filled out as required. The entire RFP, with signature page, must be included in the ORIGINAL proposal and the ELECTRONIC copy of the proposal. Additional copies must include the signed cover page, but need not include the remainder of the original RFP. See Section IV, entitled “Proposal Preparation and Submission Instructions,” Item B, entitled “Specific Proposal Submission Instructions” for submittal requirements.
- b. No font smaller than 12 point.
- c. 8½ x 11 inch page size (larger pages are allowed for figures or tables, but they should be folded into the overall proposal and used sparingly.)
- d. All pages should be consecutively numbered.

Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

The signed proposal and required number of copies must be returned in a separate unsealed envelope, box, or other package, and identified as indicated on the Cover Page.

If mailed, proposals delivered that require an “Additional Postage Due” payment shall not be accepted.

Unsealed proposals may be hand delivered to the designated location in the office issuing the solicitation.

No other correspondence or other proposals should be placed in the envelope, box, or other sealable package.

## 2. Clarification of Terms

The City will assume no responsibility for oral instructions, suggestion or interpretation of this RFP. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the Purchasing Agent and any material change will be submitted to all Offerors through issuance of an addendum. All inquiries must be submitted in writing to Matt McGovern, Purchasing Manager, via email, at [mrmcgovern@fredericksburgva.gov](mailto:mrmcgovern@fredericksburgva.gov). Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process.

Please include (RFP) #21-0136 in the subject line of the email.

Any addenda issued by the Purchasing Agent and will be posted on the City’s website, [www.fredericksburgva.gov](http://www.fredericksburgva.gov) and the state procurement website at [www.eva.virginia.gov](http://www.eva.virginia.gov). No additional notification will be provided.

## 3. Proprietary Information

All records pertaining to this procurement are open to inspection by the public under the Virginia Freedom of Information Act unless specifically exempted under Virginia Code § 2.2-4342. Portions of proposal deemed confidential must comply with § 2.2-4342(F)- (i) specifically invoke the protections of § 2.2-4342(F) before or upon submission of the data, (ii) identify the specific data to be protected, and (iii) state the reasons why protection is necessary. Pricing information does not qualify for confidentiality. If the City cannot tell which specific parts of the proposal are marked as confidential, if the entire proposal is marked as confidential, or if you do not completely comply with § 2.2-4342(F), the entire proposal will be determined public information eligible for release in response to valid records request in accordance with the timelines specified in § 2.24342(D).

The classification of the entire proposal document and/or total proposal prices as proprietary or trade secrets is not acceptable.

#### 4. Oral Presentation

Offerors who submit proposals in response to this RFP may be required to present an oral presentation of their proposal to the Proposal Evaluation Team and/or the City Council. An oral presentation may provide an opportunity for the Offeror to clarify or elaborate on their proposal submittal. If held, the City will schedule the time and location of these presentations. If the Offeror is selected to give an oral presentation, such Offeror may be requested to provide additional copies of their proposal at that time.

Oral presentations are an option of the Proposal Evaluation Team and may or may not, be conducted. Therefore, proposals must be complete.

#### B. Specific Proposal Submission Instructions

Proposals should be thorough and sufficiently detailed for the Proposal Evaluation Team to adequately evaluate the Offeror’s capabilities to provide the required services. Offerors are required to submit the following items, separated by tabs within the proposal and in sequential order corresponding to the related sections of this RFP:

Tab	Item
	Cover letter Cover page – identifying the point of contact for the Offeror by name, title, mailing address, telephone, fax, and email address.
Tab A	Signed Acknowledgements of Addendums (if any)
Tab B	Executive Summary of the Offeror’s Capabilities and Skills to include: <ul style="list-style-type: none"> <li>• General history and background of the firm</li> <li>• Qualifications for the scope of this solicitation (e.g. sufficient to meet project needs).</li> </ul> A description of the firm’s approach to the types of services described, identifying points of contact and responsibility within the firm, and whether specific portions of the services will be provided by subcontractors.

<b>Tab C</b>	Proposal Response <ul style="list-style-type: none"> <li>• Project Management</li> <li>• Project Approach Narrative</li> </ul>
<b>Tab D</b>	Previous Work Samples – Minimum 3 (Should not exceed 3 pages total, front/back = 1 page)
<b>Tab E</b>	Completed Past Performance References
<b>Tab F</b>	Narrative Summary of deviations from the Scope of Services outlined in the RFP.
<b>Tab G</b>	Any exceptions to the contractual terms and conditions.

TAB 1: RFP and Addenda

The complete RFP (without attachments) signed and filled out as required. These pages will not count against the 50-page submittal limit. Also, include an original signed copy of any future addenda to this RFP that may be issued.

EVALUATION AND SELECTION PROCESS

1. Method of Award – In accordance with the evaluation and scoring process the award will be made based on the criteria included in this RFP by Offerors deemed responsive and responsible. The City reserves the right to reject any or all Proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever deemed, in the sole opinion for the City to be in its best interest.

Proposals will be evaluated by a selection committee based on the following criteria:

<u>Criteria</u>	<u>Points</u>
1. Project Approach and Methodology [Narrative]	40
2. Qualifications and Experience	30
3. <u>Project Management Plan &amp; Schedule</u>	<u>30</u>
Maximum Points:	100

Following the review and evaluation of all RFP submittals, and based on their submitted proposal, a shortlist of two (2) or more Offerors deemed to be fully qualified and best suited may be called upon for an interview and negotiations to aid in the selection of a Supplier. The award will be made to the qualified Offerors whose proposal is deemed most advantageous to the City, all factors considered. Any objections to published specifications must be filed in written form with the Purchasing Manager prior to the RFP due date of 1:00PM on January 29, 2021.

Selection shall be made of multiple Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, as stated in the Request for Proposal. Negotiations may be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the City shall

select the Offeror, which, in its opinion, has made the best proposal, and shall award the contract as follows: It is the intent of the City to issue an award to the highest ranking Offeror.

The City reserves the right to make awards, for any goods or services, depending upon the capabilities and benefits described in any Offeror's proposal, and as the City deems in its best interest. Such decision shall be based upon the City's sole and exclusive judgment. The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). 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 Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

Evaluation Criteria (in order of relative importance)

Evaluation Criteria Proposals will be evaluated using the following principal selection criteria:

1) Project Approach (40 Points)

Describe, in narrative form, the approach for providing services to the City based on the information provided in the scope of work. Offerors shall submit a comprehensive proposal that depicts the capabilities that they are able to provide the City, addressing the design approach to provide a solution for the requirements as described. The Offeror should address the requirements of the proposal and include the firm's approach for providing the services. Summarize steps involved in performing the work and the length of time required to complete the work along with a project schedule and timeline.

2) Qualifications and Experience (30 Points)

The City will consider the qualifications, experience, capability and reputation of the Offeror as presented in the Proposal or as is determined by review of information available from references or other resources. The City may look at the candidate's overall organizational capabilities and consider key components such as the proposed candidate's Representative/Project Manager for the project, organizational reporting structure, product capabilities, as well as other considerations in reaching a final point determination.

Company Information

The Offeror should provide the following information:

- Include the legal name and address and the legal form of company (partnership, corporation, joint venture, etc.)
- A brief description of the firm's history, growth, number of employees and length of time in business and location of offices.
- A brief description of the firm's demonstrated knowledge and experience, which includes a particular emphasis on similar projects as those outlined in the RFP. Experience claimed should be current and relevant, within the past seven (7) years.
- State in writing any and all subcontractors and relevant personnel to be associated with this contract, including the type of work to be performed. The Offeror shall be responsible to the City for the work of all associates, and sub-consultants/contractors, whether or not they are employees of the Offeror.



- Disclose any information about pending legal proceedings or business litigation against your firm, any officer, or principal. If necessary, provide an explanation and indicate the current status or disposition, not to exceed two (2) pages.

### Project Team and Personnel

Clearly identify all personnel to be assigned to the project. The proposal should contain names, resumes and technical qualifications or area of expertise as is relevant to the Proposal specifications. For each member of the proposed project team to be assigned to any resulting contract, provide the following information (at minimum):

- Contact information for key representatives assigned to the City during the contract period to include principals.
- Identify the office location to which the project is assigned.
- Estimate the anticipated hours each staff title / position may devote to this project (table format acceptable).

### Work Experience

Provide similar work products that the Offeror has underway or completed with the personnel submitted as part of this effort. The City's expectation is that the Offeror can provide similar services within the submitted cost proposal.

### 3) Project Management Plan & Schedule (30 Points)

This contract will be time and materials, and Offerors should provide a management plan and schedule that coincides with the timeframe provided. (8 weeks for Award)

## **OFFEROR ELIGIBILITY REQUIREMENTS AND QUALIFICATIONS**

The following requirements and qualifications are **MANDATORY** and pertain to the solicitation only. Compliance will determine if Offeror may be deemed eligible for award.

1. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
2. **MANDATORY USE OF CITY FORM AND TERMS FOR RFPs:** Failure to submit a proposal on the official City form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the Standard Terms of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
3. **QUALIFICATIONS OF OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the City all such

information and data for this purpose as may be requested. **Verification of stated qualifications should be provided with the Offeror's response.** The City reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

4. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By their signature on this solicitation, Offerors certify and warrant that their firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all goods/services specified or fulfill the requirements delineated herein.

#### 5. VIRGINIA STATE CORPORATION COMMISSION IDENTIFICATION

**NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the City's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

6. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the City website, [www.fredericksburgva.gov](http://www.fredericksburgva.gov), and the eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of ten (10) days.

7. **AWARD:** Selection shall be made of one (1) Offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offerors, which, in its opinion, have made the best proposal, and shall award the contract to the Offerors as follows: It is the intent of the City to issue an award to the highest ranking Offeror. The City reserves the right to make awards, for any goods or services, depending upon the capabilities and benefits described in any Offeror's proposal, and as the City deems in its best interest. Such decision shall be based upon the City's sole and exclusive judgment.

The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be

the most advantageous (Code of Virginia, § 2.2-4359D). Should the City Manager or Purchasing Agent, as appropriate, determine in writing and in their 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(s). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

## **VII. PREPROPOSAL CONFERENCE**

A preproposal conference scheduled for January 13, 2021 at 10am, via Virtual Go to meeting. An addendum will be released providing details of this virtual meeting Offerors may also contact the Purchasing Manager via email for the information.

Questions concerning the RFP should be directed to:

Matthew McGovern, Purchasing Manager.  
City of Fredericksburg Finance Department  
715 Princess Anne Street  
Fredericksburg, VA 22401  
540-479-8776  
[mrmcgovern@fredericksburgva.gov](mailto:mrmcgovern@fredericksburgva.gov)

The City of Fredericksburg shall be exempt for any liability for costs incurred by unsuccessful Suppliers in preparation of the proposals.

## **COMPLIANCE**

All equipment must meet and/or exceed all federal CPSC, ASTM and IPEMA guidelines. Documentation of compliance must be provided to the City with the Supplier's proposal.

All equipment must comply with the Americans with Disabilities Act (ADA). The designs submitted by the Supplier must incorporate either a transfer platform or ramp in each design when necessary.

In accordance with \_\_\_\_\_, Nondiscrimination Provision in All Public Contracts, the Supplier will ensure that hiring is made based on merit and qualifications and that there will be no discrimination based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin by the persons performing the contract.

## **PROPOSAL SUBMITTAL AND CONTENT**

Sealed proposals must be submitted to the City of Fredericksburg Department of Finance by **1PM EST, January 29, 2021** and must be addressed as follows:

Vendor Name  
Street or Box Number  
City, State, Zip Code      POSTAGE\*  
  
City of Fredericksburg  
ATTN: Matt McGovern  
715 Princess Anne Street  
Fredericksburg, VA 22401

RFP #: 21-0136  
RFP Title: **Design of Learning Lane  
Culvert Replacement**  
Due Date: As noted on cover page  
Time: As noted on cover page

The Supplier must submit one original, four (4) hard copies and one (1) electronic copy of the proposal to the address listed above. All proposals must comply with the specifications and guidelines provided in this document. Any proposals submitted after 1:00 P.M, January 29, 2021 will be returned unopened.

## GENERAL TERMS

These are mandatory and non-negotiable terms applicable to any contract awarded under this procurement.

A. Authorization to do Business in Virginia. Contractor is authorized to do business in Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 of the Virginia Code. Contractor will not allow its existence to lapse or its certificate of authority or registration to do business in Virginia to be revoked or cancelled during the term of this contract.

B. Relation to City. Contractor is an independent contractor of the City. This contract does not create an employment relationship between the City and Contractor or any of its employees.

C. Prime Contractor and Subcontractors. Contractor has prime responsibility for all services and goods to be provided under this contract, specifically including adequate supervision of work to be performed. This contract is only between Contractor and the City, and Contractor accepts full responsibility for the work performed and goods provided by, and the acts and omissions of, its subcontractors.

Subcontractor will not subcontract for any part of this contract without the advance written permission of the City Purchasing Agent. Contractor will provide the names, qualifications, and experience of any proposed subcontractors to the City Purchasing Agent.

D. Modifications. Only the City Manager or City Purchasing Agent may modify this contract on behalf of the City. Only the original signatory of the contract on behalf of Contractor, or another individual authorized in writing by Contractor to modify the contract, may modify the contract on behalf of Contractor. Modifications to this contract can only be authorized in accordance with Code of Virginia § 2.2-4309. Modifications can only be authorized by the following methods:

City and Contractor may agree in writing to modify the terms of the contract. Any additional goods or services to be provided must be of a sort that is ancillary to, or within the same broad product or services categories as, those provided for in the original contract.

The City may issue written change orders for changes such as services to be performed, methods of packing or shipping, and place of delivery or installation. If Contractor determines that the change order will not necessitate a change in compensation or schedule, Contractor will comply with the change order upon receipt. If Contractor determines that the change order will necessitate a change in compensation or schedule, Contractor will notify the City of that determination, and only proceed to comply with the change order upon the City's written approval.

The contract may be renewed by agreement if provided for in the description of the contract term.

Contractor shall not require any employee or agent of the City other than the City Manager or Purchasing Agent to execute any additional contract, license, or other agreement pertaining to this contract.

E. Freedom of Information Act. All records pertaining to this contract are open to inspection by the public under the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et. seq) unless

specifically exempted under the Act (including records properly exempted under Code of Virginia § 2.2-4342).

F. Audit. Contractor will retain all records related to this contract for 5 years after final payment or until audited by the City, whichever comes first. The City may inspect these records upon reasonable notice to Contractor.

G. Ethics in Public Contracting. Contractor certifies that its offer 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 subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

H. Immigration. Contractor does not, and will not during the performance of this contract, knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986. Contractor will register for and participate in the federal E-Verify Program if required to do so under Code of Virginia § 2.24308.2. Contractor will provide the City with a copy of their E-Verify “Maintain Company” page to the City upon request. Failure to comply with E-Verify requirements subjects Contractor to automatic disbarment from City procurement until the requirements are met.

I. Non-Discrimination. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor will post in conspicuous places, available to employees and applicants for employment, notices stating the terms of this section.

Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that the contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation are sufficient for the purposes of this section.

Contractor will include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.

Contractor will conform to the Federal Civil Rights Act of 1964, the Virginia Fair Employment Contracting Act of 1975, the Virginians with Disabilities Act, and § 2.2-4343.1E of the Virginia Public Procurement Act.

J. Drug-Free Workplace. Contractor agrees to (i) provide a drug-free workplace for the contractor’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 Contractor’s workplace and specifying the actions

that will be taken against employees for violating that prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.

K. Payments. Contractor must provide its federal employer identification number and W-9 to the City before requesting payment.

Contractor will submit itemized invoices, with appropriate documentation, to the City, at the payment address shown on the purchase order or contract. All invoices must show the City contract or purchase order number and Contractor's federal employer identification number. No invoice may include any cost other than those listed in the contract or in an individual purchase order referencing the contract.

The City will pay invoices within 30 days of receipt. Any invoice not paid within 30 days will accrue 1% interest per month. When payment is made by mail, the date of the postmark will be considered the date of payment. If offset proceedings have been instituted under the Virginia Debt Collection Act, the date of offset will be considered the date of payment.

Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time an order is placed. In these cases, payments are contingent on the City's determination that all invoiced charges are reasonable. The City will notify Contractor within 30 days of invoice of any charges it determines to be unreasonable. Payment for those charges will be suspended until a settlement is reached. Contractor will not take legal action concerning the charges unless a settlement is not reached within 30 days of notification.

L. Subcontractor Payments. Within 7 days after receipt of payment by the City for work performed by a subcontractor, Contractor shall a) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the subcontractor's work, or b) notify the City and the subcontractor, in writing, of Contractor's intention to withhold payment and the reason for withholding the payment.

Contractor will pay interest of 1% per month to subcontractors on all amounts owed to the subcontractors which has not been paid or withheld under the terms of the preceding paragraph.

Contractor must require individual subcontractors to provide their social security numbers, and proprietorship, partnership, and corporate subcontractors to provide their federal employee identification numbers. Contractor will provide this information to the City upon request.

Contractor must require subcontractors to include the terms of this section in all contracts with other subcontractors.

M. Non-appropriation. All funds for payments after June 30 of the current fiscal year are subject to appropriation by the City Council. If Council does not appropriate the required funds, the City will terminate this contract on June 30 of the then-current fiscal year.

N. Indemnification. Contractor will save, defend, hold harmless, and indemnify the City, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and

commissions from and against any and all claims, losses, damages, injuries, fines, penalties, 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 Contractor's negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor in performance or nonperformance of its work under the contract. This indemnification survives the termination of the contract.

O. Insurance. Contractor and any subcontractors will maintain the following insurance coverage, provided by insurance companies authorized by the Virginia SCC to offer insurance in Virginia, during the entire term of the contract. Contractor will provide copies of its Certificates of Insurance to the City.

a. Workers' Compensation—as required by law.

b. Employer's Liability--\$100,000.

c. Commercial General Liability--\$1,000,000 per occurrence and \$2,000,000 in the aggregate. The City must be named as an additional insured on this policy.

d. Automobile Liability -- \$1,000,000 combined single limit, if any motor vehicle not owned by the City is to be used in performance of the contract.

e. Professional Liability (i.e. Errors and Omissions)--\$2,000,000 per wrongful act, \$3,000,000 annual policy claims aggregate, if the contract is for accounting, architecture, asbestos contracting, healthcare, insurance/risk management, legal services, engineering, or surveying.

P. Licensing. Contractor will maintain all licenses and certifications required by applicable federal, state, and local governmental entities for provision of the goods and services to be provided under this contract.

Q. Assignment. Contractor will not assign or otherwise transfer any of its rights, obligations, or interests in this contract without the written permission of the City.

R. Choice of Law, Venue. This contract is governed by Virginia law. The Circuit Court of Fredericksburg, Virginia is the exclusive venue for any litigation regarding this contract.

S. Claims. Contractor must notify the City in writing of its intention to file a claim at the time of the occurrence or beginning of the work upon which the claim is based. All claims must be submitted less than 60 days after the final contract payment.

T. Dispute Resolution. The parties will first endeavor to resolve any disputes, claims, or other matters in question between them through direct negotiations, and if direct negotiations fail, by non-binding mediation, with the exclusive venue of the mediation being the City of Fredericksburg. Should the dispute remain unresolved either (i) following negotiation and mediation, or (ii) more than 90 days after a party has requested mediation, either party may institute a lawsuit or chancery action, as appropriate, in Fredericksburg Circuit Court, and may pursue all available appeals in Virginia state courts, to the extent they have jurisdiction. Any agreement reached in mediation must be reduced to writing and executed by the parties; upon execution, the agreement will be enforceable as a settlement agreement.



U. Default. The City is in default 1) if it fails to pay any amount due to Contractor; or 2) upon any other material failure to comply with the terms of the contract. Contractor is in default upon any material failure to comply with the terms of the contract. A party alleging that the other party is in default must provide the allegedly defaulting party with written notice specifying the alleged default and allow 30 days for the default to be cured.

V. Remedies. If the City does not cure a default after receiving notice, Contractor may a) terminate this contract, and b) exercise all remedies available at law. If Contractor does not cure a default after receiving notice, the City may a) terminate the contract, b) exercise all remedies available at law, and c) collect liquidated damages if available under Special Contract Terms. If the default is a failure to provide required goods or services, the City may, upon written notice to Contractor, procure those goods or services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs.

W. Termination. The City may terminate this contract for any reason upon 30 days' notice to Contractor. The City will promptly pay all amounts already earned by Contractor and reasonable expenses incurred in reliance upon the contract, up to the effective date of the termination. Receipt of the notice does not affect Contractor's obligations under the contract, including fulfillment of outstanding orders, up to the effective date of termination.

The parties can agree to terminate this contract at any time.

X. Notices. Any notices pertaining to this contract must be sent by first-class mail to:

To the City: Fredericksburg City Manager P.O. Box 7447 Fredericksburg, Virginia 22404-7447

To the Contractor: The address listed on Contractor's Proposal or Bid. Contractor may change its address for notices by notifying the City in writing of the change.

Y. Severability. If a court declares any part of this contract to be invalid, void, or unenforceable, the rest of the contract remains in effect.

Z. Strict Performance. The failure of a party to insist upon the other party's strict performance of the terms of the contract is not a waiver of the right to insist upon strict performance of those terms at a later time.

## IX. SPECIAL TERMS

1. eVA Business to Government Vendor Registration, Contracts, and Orders. Contractor will register for Virginia's electronic procurement portal at [eva.virginia.gov](http://eva.virginia.gov). This contract will result in one (1) order with the following eVA transaction fee, which Contractor shall pay: DSBSD-certified small businesses, 1%, capped at \$500 per order; all other businesses, 1%, capped at \$1,500 per order. The vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after a purchase order is issued; these invoices are due 30 days after the date of the invoice. Any adjustments will be handled through purchase order changes.

## X. INVOICES AND METHOD OF PAYMENT

Details regarding Invoices and Methods of Payment are discussed in Section VIII. General Terms, K. Payments.

## XI. ATTACHMENTS

Attachment A – Vendor Data Sheet

Attachment B – Proprietary and Confidential Information

Attachment C – State Corporation Commission Form

Attachment D – Certification of No Collusion

Attachment E – Go to Meeting Pre-proposal Virtual Meeting Details

**ATTACHMENT A.**

**Vendor Data Sheet**

**Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)**

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

4. Vendor Information: eVA Vendor ID or DUNS Number: \_\_\_\_\_

5. References: Indicate below a listing of at least four (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: \_\_\_\_\_  
Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_

## ATTACHMENT B. Proprietary/Confidential Information Identification

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror: \_\_\_\_\_ invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on \_\_\_\_\_.

Date

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

Title: \_\_\_\_\_

DATA/MATERIAL TO BE PROTECTED	SECTION NO. & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

## Attachment C. State Corporation Commission Form

**Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:**

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_

**-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

**-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror’s out-of-state location)

**-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Print

**Title:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**ATTACHMENT D. CERTIFICATION OF NO COLLUSION**

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

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA

CITY OF FREDERICKSBURG, to wit:

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**CODE OF VIRGINIA**

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

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

**Attachment E – Go to Meeting Pre-proposal Virtual Meeting Details**

RFP21-0136 DESIGN OF LEARNING LANE CULVERT REPLACEMENT

Wed, Jan 13, 2021 10:00 AM - 10:45 AM (EST)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/334187757>

You can also dial in using your phone.

United States: +1 (571) 317-3122

Access Code: 334-187-757