



TOWN OF LEESBURG, VIRGINIA
REQUEST FOR PROPOSALS

ENGINEERING DESIGN SERVICES
SYCOLIN ROAD WIDENING PHASE IV

RFP NO. 15301-FY14-01

The Town of Leesburg requests proposals for engineering design services for Sycolin Road Widening Phase IV from the south corporate limits to south of Tolbert Lane.

Proposals shall be submitted no later than 4:00 p.m., Friday, June 6, 2014, to Ms. Renée LaFollette, PE, Director, Office of Capital Projects, Town of Leesburg, 25 West Market Street, Leesburg, VA 20176. All proposals must indicate RFP title, number and proposal date on the external shipping material.

All questions regarding this request for proposal must be received in writing by email at CapitalBidQuestions@leesburgva.gov or by fax at 703-737-7065 until but no later than 5:00 P.M. on Friday, May 30, 2013.

Interested offerors should download a copy of the RFP from the bid board on the Town's website: <http://www.leesburgva.gov/bidboard>, or contact Cindy Steyer at 703-737-2302 for additional information. **All addenda issued for this project will only be posted on the Town's bid board.**

Renée LaFollette, PE, Director
Office of Capital Projects



**TOWN OF LEESBURG, VIRGINIA
REQUEST FOR PROPOSALS**

**ENGINEERING DESIGN SERVICES
SYCOLIN ROAD WIDENING PHASE IV**

RFP NO. 15301-FY14-01

Issue Date: May 15, 2014

Due Date: June 6, 2014 at 4:00 p.m.

RFP No. 15301-FY14-01

Remittance Address: Town of Leesburg
25 W Market Street, 3rd Floor
Leesburg, Virginia 20176

Technical Contact: Renée LaFollette, P.E., Director
Office of Capital Projects
Phone: 703-737-6071
Fax: 703-737-7065
Email: rlafollette@leesburgva.gov

Purchasing Contact: Kathy S. Elgin, CPPO
Chief Purchasing Officer
Phone: 703-737-7176
Email: kelgin@leesburgva.gov

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RFP SUBMISSION FORM
ENGINEERING DESIGN SERVICES
SYCOLIN ROAD WIDENING PHASE IV
RFP NO. 15301-FY14-01

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____
Address _____
Contact Person _____ Title _____
Telephone No. _____ Fax No. _____ Email _____
Organized under the laws of the State of _____
Principal place of business at _____
Federal ID Number _____ Registered Agent _____
State Corp. Commission Registration No. _____ (or attach Certificate of Good Standing)
Town of Leesburg BPOL No. (if required) _____

List the names and addresses of all persons having ownership of 3% or more in the company:

Name	Address
_____	_____
_____	_____
_____	_____

The Town of Leesburg requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from a formal solicitation issued by the Town shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT - I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Town of Leesburg, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION - I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____ Date _____
Name (Printed) _____ Title _____

BIDDER MUST RETURN THIS FORM WITH BID

VDOT FIRM DATA FORM

Because Sycolin Road Widening Phase IV is a federally funded project through VDOT, this DBE Vendor Data form is required with submission of the consultant proposal. The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms report on one combined sheet unless the number of firms requires the use of an additional sheet.

It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms are maintained on their web site (<http://www.dmb.state.va.us/>) under the **VDOT DBE Directory** link. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE's have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBEs as potential subcontractors. The consultant is encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE whereby the DBE promises not to provide services to other consultants is prohibited.

The DBE contract goal for this procurement is 0%; however, the Department feels that these services support 10% DBE participation.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts.

If a DBE is not certified, the DBE must become certified with the Virginia Department of Minority Business Enterprise prior to the consultant's response being submitted. If a DBE is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE subcontractors. DBE prime consultants are encouraged to make the same outreach efforts as other consultants. DBE credit will be awarded only for work actually being performed by themselves and their subcontractors only if the subcontractors are DBEs. A DBE must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

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

Offeror shall complete and return attached VDOT Firm Data Form

REQUIRED VDOT FIRM DATA FORM

Firms Name and Address	Firm's DBE/SWAM Status *	Firm's Age	Firm's Annual Gross Receipts

- * YD = DBE Firm Certified DMBE
- N = DBE/SWAM Firm not certified b DMBE
- NA = Firm not claiming DBE/SWAM Status
- YS = SWAM Firm certified by DMBE - Indicate whether small business, woman-owned

DMBE: Virginia Department of Minority Business Enterprise

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL SUBMISSION

**ENGINEERING DESIGN SERVICES
FOR
SYCOLIN ROAD WIDENING PHASE IV
RFP NO. 15301-FY14-01**

I. GENERAL INFORMATION

This Request for Proposal (RFP) plus the resulting proposal content and contract shall be consistent with and governed by the Federal Acquisitions Regulations (FAR), Town of Leesburg Procurement Policies, and the Virginia Public Procurement Act (VPPA). In the event of an inconsistency between the solicitation and selection requirements set forth in this RFP versus those set forth in the Procurement Policies, the inconsistency shall be resolved by giving precedence to the FAR, then selection requirements of the Procurement Policies and the solicitation.

Offerors are advised that the project identified is federally funded and subject to all applicable federal, state, and local regulations. Consultants are encouraged to take all necessary and reasonable steps to ensure Disadvantage Business Enterprise (DBEs) have the maximum opportunity to compete for and perform services on the contract. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBEs as potential subcontractors. The consultant is encouraged to contact DBEs to solicit their interest, capability and qualifications.

The following FHWA and VDOT documents are applicable to the services provided under this contract and are included in this RFP by reference:

1. SF010 CF-0309 – FHWA 1273, Memorandum and CFR Change
2. FHWA Memorandum Subject: ACTION: The Discontinuance of the FHWA-45, FHWA-47 & FHWA-810
3. SF030AF-0708 – VDOT Special Provision for Notice of Requirement For Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

Offerors shall have established audited indirect cost rates. A pre-award audit shall be conducted of the selected consultants, joint ventures and subconsultants to ensure its internal control systems are in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR3 1, “Federal Acquisition Regulations, Contract Cost Principles and Procedures,” and 23 CFR1 72, “Administration of Negotiated Contracts.” The prime consultants, joint ventures and subconsultants must submit their FAR audit data upon request by the Town.

This Section of the RFP sets forth the general information to all potential Offerors to facilitate preparation of suitable proposals for the services identified in the RFP. The proposal submission requirements are addressed in Section V of this RFP while the Town’s process for selecting the best proposal and developing a contract are summarized in Sections VI and VII. The requirements and process set forth therein shall be binding on all Offerors.

II. PURPOSE OF THE REQUEST

The Town of Leesburg (the Town) is seeking proposals from qualified engineering firms to provide engineering design services for a federally funded project

The design engineer shall provide comprehensive engineering design services, including, but not limited to, surveys, geotechnical investigations and analysis, environmental evaluations, preparation of construction bid documents, and assistance in public participation.

The Town does not convey to the Engineer, guarantee nor make any promise that work on the project shall be authorized to the Engineer.

The requirements identified herein are for informational purposes only and the Town reserves the right to add and/or delete services based on specific tasks.

All personnel shall be knowledgeable of the Town of Leesburg Design and Construction Standards Manual (DCSM), VDOT's Road and Bridge Specifications, VDOT Road Design Standards, VDOT Locally Administered Project Manual (LAP Manual), Minimum Quality Assurance and Quality Control, and the Virginia Work Area Protection Manual.

Project Description - Sycolin Road Widening, Phase IV: Under this project, Sycolin Road will be widened from an existing two lane roadway to a four lane divided roadway with a raised median, curb and gutter, shared use path and sidewalk. The project limits extend from the southern Town of Leesburg corporate limits to south of Tolbert Lane (approximately 0.7 mile). Comprehensive services are required to complete the design, including, but not limited to:

- Surveys, mapping and plat preparation
- Selected environmental investigations and studies as required to meet federal and state requirements
- Roadway design, including design of associated pedestrian and bicycle facilities
- Traffic analysis
- Traffic control device design
- Geotechnical investigations and analysis
- Drainage and stormwater management design
- Erosion and sediment control design
- Arborist studies
- Landscape design
- Utility designation, locating and test pits
- Town utility (water and sewer) relocation design as required
- Participation in Value Engineering Studies, if required
- Public involvement assistance
- Assistance to the Town as needed in advertising for construction bids and analysis of bids
- Assistance to the Town as needed during construction (i.e. response to RFIs, submittal reviews, etc.)

The Town reserves the right to expand or delete services as necessary.

This is the final phase of upgrading Sycolin Road between the Route 7/Route 15 Leesburg Bypass and the Town southern corporate limits. In addition to the improvements within the Town, Sycolin Road has been upgraded within Loudoun County during the past several years.

This project is being administered by the Town. Funding for the project may be from federal, state and local sources.

III. CONTRACT PERIOD

The project schedule established in the Town of Leesburg FY 2014-2019 Capital Improvement Program is for construction to begin in spring 2017. The Engineer is expected to perform its work in a timely manner in order to meet this schedule.

IV. PROPOSAL FORMAT

Proposals are to be submitted in a format which allows uniform review and easy access to information by the evaluation committee. A Table of Contents shall be provided and pages and exhibits numbered in an organized manner. All proposal pages shall be printed in vertical format to the extent possible. Proposals are limited to thirty (30) single-sided pages or fifteen (15) double-sided pages. Dividers, letter of interest, table of contents, and required forms do not count towards this page total.

The items to be addressed in the proposal are listed below. All proposals shall provide a delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

Introductory Letter of Interest (does not count toward 30 page limit)

Table of Contents (does not count toward 30 page limit)

Section 1. Understanding and approach

- Understanding of the project scope
- Technical approach to providing the required services
- Key design issues and approach to resolving the issues
- Project schedule for design
- Approach to control total project costs, design schedule and design quality
- Special considerations

Section 2. Qualifications and Experience

- Description of firm, with emphasis on the staffing and capabilities of the office where the work will be performed
- Prime consultant experience in performing all phases of highway design. Experience in design of similar projects using Town of Leesburg and VDOT design standards should be noted.
- Subconsultant role on the project team, and experience on similar projects
- Description of at least five projects similar in scope and size to this project, completed within the past five years. The project descriptions should include the following information:

Project Name
Client reference (name, title, address and telephone)
Design completion date vs. the scheduled design completion date
Estimated construction cost
Project description
Firm's role on the project
Key firm personnel

Section 3. Staffing

- Organization chart, including as a minimum, key personnel (identifying subconsultant firm, if personnel is not employed by the prime consultant), office location of personnel. Of prime importance is the identification of the project manager, person responsible for quality control, and key task leaders.
- Resumes of key personnel

Section 4. Forms (does not count toward 30 page limit)

- RFP Submission Form
- VDOT Firm Data Form
- Copies of firms' SCC or DPOR registration

Section 5. Supplemental Materials (optional – material in this section counts toward 30 page limit)

This section can include any materials such as technical papers, company brochures/publications, or industry awards that directly relate to the elements of this project. It should be noted that information in this section will count toward the total allowed number of pages in the submittal.

V. PROPOSAL/SELECTION PROCESS

An Evaluation Committee consisting of the Town staff appointed by the Director of Capital Projects will review the proposals. The Chief Procurement Officer will participate as a non-voting member of this committee. The evaluation and selection of the engineering design firm will be based on the criteria set forth in this RFP.

The Town intends to award this contract on the basis of competitive negotiation as outlined in the Virginia Public Procurement Act – Section 2.2-4301.3.a “Competitive Negotiations; Procurement of Professional Services.” Based on the Proposal Evaluation Criteria listed below in Section VI, the committee will determine the highest-ranked offeror. Offerors may be required to make an oral presentation of their proposal. The Evaluation Committee will schedule the time and location for this presentation, if it is necessary. After the presentations, the firms will be re-ranked. Negotiations will be conducted with the offeror ranked first. Scope of services, estimated manhours and prices will be discussed at this stage. If these negotiations are unsuccessful, they will be formally concluded and the second ranking firm will be contacted.

The contract for these services will be based on hourly rates for services with an upper, not to exceed limit for each phase of professional services.

VI. EVALUATION OF PROPOSALS/SELECTION CRITERIA

The following criteria will be used in the evaluation of proposals and developing a short list of qualified firms. The evaluation items are listed in order of relative importance:

- A. Firm's professional qualifications and successful project experience specific to similar highway design.
- B. Qualifications and experience of project manager, project team members and overall team organization.
- C. General understanding and approach to providing the requested services, and the firm's demonstrated solutions to achieving an on-time, cost-effective project.
- D. Firm's demonstrated management approach, including team organization, quality assurance program, and ability to meet schedules.

VII. TERMS AND CONDITIONS

- A. REJECTION OF PROPOSALS - The Town reserves the right to reject any or all proposals, to waive any informality in any proposals or reject any item or combination of items.

- B. CONTRACT EXECUTION - In the event that the offeror to whom the proposal is awarded does not execute a contract within 30 days after the award of proposal, the Town may give notice to such offeror of intent to award the proposal to the next most qualified offeror, or to call for new proposals, and may proceed accordingly.

The contents of the proposal submitted by the successful firm and this RFP shall become part of any contract awarded as a result of these specifications. The successful firm shall be expected to sign a contract with the Town, a copy of contract form which is included in Section IX. Any exceptions to this contract must be clearly noted in your proposal.

- C. INQUIRIES - All inquiries concerning this RFP must be directed, **in writing only**, to Renée LaFollette, P.E., Director, Office of Capital Projects, 25 West Market Street, Leesburg, VA 20176, by e-mail at CapitalBidQuestions@leesburgva.gov, or by Fax at 703-737-7065. Questions will be entertained until close of business 5 days prior to the proposal due date. A list of all written questions received and subsequent responses will only be posted on the Town bid board by addenda. Firms that register their e-mail address on the bid board will be notified by e-mail at the time the addendum is issued. It is the offeror's responsibility to register on the bid board.
- D. UNDERSTANDING OF RFP - Offerors shall thoroughly examine and be familiar with the RFP. The failure or omission of any offeror to receive or examine this document shall in no way relieve any offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.
- E. ASSIGNMENT OF CONTRACT - The firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract or its rights, title or interest therein or its power to execute such contract or its rights, title or interest therein or its power to execute such contract to any other person, company or corporation without the consent and approval in writing by the Director of Capital Projects.

- F. EXCEPTIONS TO RFP – Offerors taking exception to any part or section of this RFP shall clearly indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted as the offeror’s intent to fully comply with the RFP as written. Conditional or qualified proposals are subject to rejection in whole or in part.
- G. LAWS AND REGULATIONS – It shall be understood and agreed that any contract awarded on this proposal shall comply fully with all local, state and federal laws and regulations. Any litigation arising from this contract will be conducted in the Circuit Court of Loudoun County, a court within the Commonwealth of Virginia.
- H. COLLUSION AMONG OFFERORS – More than one proposal from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that an offeror has an interest in more than one proposal for the work contemplated will cause rejection of all proposals in which the offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the offerors. Participants in such collusion may not be considered in future proposals for the same work. Each offeror, by submitting a proposal and the attached RFP Submission Form, certifies that it is not a party to any collusive action.
- I. TOWN EMPLOYEES – No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.
- J. QUALIFICATION OF OFFERORS – Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Team that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the offeror may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the offeror’s qualifications. Failure to qualify according to the foregoing requirements will justify proposal rejection.
- K. LIABILITY – The successful offeror will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful offeror that make performance impossible or illegal, unless otherwise specified in the agreement.
- L. RELATION TO TOWN – It is the intent of the parties hereto that the successful offeror shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the town and that these bodies shall be at no time legally responsible for any negligence on the part of said successful offeror, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
- M. EXPENSES INCURRED IN PREPARING PROPOSAL – The Town accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the offeror.
- N. OFFEROR RESPONSIBILITY – Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Before submitting a proposal, each offeror shall make all investigations and examinations necessary to verify

any representations made by the Office of Capital Projects that the offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.

- O. PROTEST OF AWARD OR DECISION TO AWARD – An offeror may protest an award or decision to award a contract under procedures as set forth in the Town of Leesburg Procurement Policy.
- P. ETHICS IN PUBLIC CONTRACTING – This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of Title 18.2, the Virginia Public Procurement Act, Chapter 7 of Title 11 of the Code of Virginia, as amended, and the Town of Leesburg Procurement Policy.
- Q. INSURANCE REQUIREMENTS – Engineer shall secure at its own expense general liability insurance in an amount not less than \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Engineer shall also carry automobile insurance in an amount not less than \$2,000,000 solely contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy.

Engineer shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia.

In addition, engineer shall also carry other insurance coverage deemed by the town to be appropriate to his agreement.

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better.

A Certificate of Insurance identifying coverage and naming the Town of Leesburg as additional insured shall be furnished to the Town. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days prior written notice of such action to the town.

- R. BUSINESS, PROFESSIONAL, AND OCCUPATIONAL LICENSE (BPOL) – All firms doing business for the Town are required to be licensed in accordance with the Town’s “Business, Professional, and Occupational Licensing (BPOL) Tax” Ordinance. Wholesale and retail merchants without a business location in Leesburg, Virginia are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, via email to bl@leesburgva.gov. The BPOL license number must be indicated on the RFP Submission Form (page 1). The BPOL requirements are attached.

- S. **EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED** – Every contract in excess of \$10,000 shall include the following provisions:
- a. During the performance of a contract, the Engineer shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment in the solicitation and award of public contracts except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Engineer; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, that he is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
 - b. The Engineer will include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- T. **FAITH BASED ORGANIZATIONS** – The Town of Leesburg does not discriminate against faith-based organizations.
- U. **UNAUTHORIZED ALIENS** – In accordance with Section 2.2 – 4311.1 of the Code of Virginia, the Engineer agrees that it does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1980.
- V. **NONDISCRIMINATION PROVISION - FEDERALLY FUNDED PROJECTS** - Construction contractors and consultants agree to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e). Title VI of the Civil Rights Act of 1964 declares it to be the policy of the United States that discrimination on the grounds of race, color, or national origin shall not occur in connection with programs and activities receiving Federal financial assistance and authorizes and directs the appropriate Federal departments, agencies, and subrecipients to take action to carry out this policy. Title VII of the Civil Rights Act prohibits discrimination against any employee or applicant for employment on the basis of race, religion, color, sex or national origin for employers with 15 or more employees. The contractor/consultant further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibits discrimination on the basis of age and FHWA 1273 required contract provisions for federal-aid construction projects. 49 CFR Parts 21, 23, 26, and 27, and 23 CFR Parts 200, 230, and 633 are incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The contractor/consultant shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.5-40 through 51.5-46 of the Code of Virginia, as amended, the terms of which are incorporated herein by reference.

VIII. SUBMITTAL INSTRUCTIONS

- A. One (1) original and five (5) copies of the proposal must be received by Ms. Renée LaFollette, P.E., Director, at the address specified below, not later than the advertised submittal due date.

Proposal submissions shall be addressed to:

By Mail or Hand Delivered
ATTN: Renée LaFollette, P.E., Director
Office of Capital Projects
Town of Leesburg
25 West Market Street
Leesburg, VA 20176

Proposals must be placed in a sealed envelope bearing the name of the offeror, the offerors address and the title and due date of the proposal. The proposal shall be signed in the name of the offeror and bear the signature of the person duly authorized to bind the firm in a contract. The name, address, and phone number of the point of contact shall be identified.

- B. LATE PROPOSALS - It is the responsibility of the offeror to insure that the proposal arrives on time and at the proper location. Late proposals will not be considered.
- C. RFP SUBMISSION FORM, VDOT FIRM DATA, SCC AND DPOR REGISTRATION - Each Offeror submitting a proposal must complete and include the RFP Submission Form regarding company identification and ownership disclosures, conflict of interests, and collusion and the VDOT Firm Data Sheet. The certification on this form must bear an original signature and may be included with the letter of transmittal.

Failure of the Offeror to include this RFP Submission Form with its proposal may be cause for rejection of the proposal. A brief explanation of the certifications on the form follows.

It is incumbent upon each firm conducting business in Virginia to be in compliance with state law and regulations. To ensure firms are in compliance Offerors shall furnish with proposal submission supporting evidence with their SCC and DPOR registration. Copies of on-line confirmation are acceptable documentation.

The Department of Professional and Occupational Regulation's mission is to protect the health, safety and welfare of the public by licensing qualified individuals and businesses and enforcing standards of professional conduct for professions and occupations as designated by statute.

The SCC acts as one of Virginia's primary regulatory agencies, with oversight of varied business and economic interests throughout the Commonwealth. The SCC's authority encompasses utilities, insurance, state-chartered financial institutions, securities, retail franchising, and railroads. The Commission also serves as the Commonwealth's central filing office for corporations, limited partnerships, limited liability companies, business trusts, and Uniform Commercial Code filings.

Each business entity (prime and subconsultants) on the proposed team who is practicing or offering to practice professional services in Virginia, including, but not limited to, those practicing or offering to practice engineering, surveying, hydrologic and hydraulic

analysis, geotechnical analysis and landscape architecture, should provide evidence including full size copies of appropriate commercial professional registrations and licenses for all main and branch offices proposed for this Project, as well as providing full size copies of appropriate individual registrations/licenses for those professional occupations per the requirements listed below.

The EOI should convey the requested information for each regulate by the use of a concise table or matrix. (All full size copies of State Corporation Commission (SCC) and Department of Professional and Regulation (DPOR) supporting registration documentations should be included and will not be counted towards page restriction):

- i. The SCC registrations detailing the name, registration number, type of corporation and status of the business entity.
- ii. For this Project/Contract, the DPOR registration information for each office practicing or offering to practice any professional services in Virginia: Provide the business name, address, registration type, registration number, expiration date.
- iii. For this Project/Contract, the DPOR license information for each of your Key Personnel practicing or offering to practice professional services in Virginia: Provide the name, the address, type, the registration number, and the expiration date. Provide the office location where each of the Key Personnel is offering to practice professional services.
- iv. For this Contract, the DPOR license information for those services not regulated by the Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers, and Landscape Architects (i.e. real estate appraisal): the business name, the address, the registration type, the registration number, and the expiration date.

Failure to comply with the law with regard to applicable requirements in Virginia (whether federal or state) regarding organizational structure, any required registration with governmental agencies and/or entities, and ay required governmental licensure, whether business, individual, or professional in nature may render Offerors submittal(s), in the sole and reasonable discretion of the Town, as non-responsive and returned without any consideration or evaluation.

IX. STANDARD CONTRACT

CONTRACT NO. _____

**ENGINEERING DESIGN SERVICES
SYCOLIN ROAD WIDENING PHASE IV**

This **Contract** (the “**Contract**”) is made this ____ day of _____, 2014, by and between the **Town of Leesburg, Virginia** (the “**Town**”), a municipal corporation, and _____ (the “**Engineer**”), a corporation having a usual place of business at _____

WHEREAS, the Town has issued a Request for Proposals for Engineering Design Services for the Sycolin Road Widening Phase IV Project (“**Project**”); and

WHEREAS, the Town wishes to engage Engineer to perform on the Town’s behalf comprehensive design services on the Project.

NOW THEREFORE, the Engineer and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. **Provision of Services.** The Engineer hereby agrees to provide the services enumerated herein and shall do so by providing sufficient organization, personnel and management to carry out the requirements of this Contract in an expeditious and economical manner consistent with the interests of the Town. The Engineer will work in full cooperation with the Town, including the Director of the Office of Capital Projects. The overall scope of work includes full participation as a member of the project team. The Town of Leesburg reserves the right to expand or delete services as necessary. Any change in services after contract award will be facilitated through a change order process.

A cost proposal for the tasks involved for the project will be prepared along with the technical proposal and project schedule.

This Contract requires comprehensive and professional engineering design services through final approval of the construction plans. Additional services may be required of the Engineer to assist the Town in bidding for construction contract(s) and/or assisting the Town and/or construction manager during construction.

The following comprises the Town of Leesburg’s scope of work for the engineering design services:

[TO BE COMPLETED AFTER SCOPING & NEGOTIATION OF DESIGN CONTRACT]

2. **Contract Documents.** The Contract Documents consist of this Contract, RFP No. _____, the Town Purchase Order and _____ proposal, dated _____, attached hereto and expressly made a part hereof. Where the terms of this Contract and the Engineer’s proposal are at variance, the higher or more stringent provision shall prevail.
3. **Contract Term.** The contract period shall be _____.
4. **Contract Amount.** In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Engineer within thirty (30) days after receipt of a proper invoice for the amount of payment due or thirty (30) days after receipt of services, whichever is later, and in accordance with paragraph numbered 5 of this Contract.

5. **Method of Payment.** Invoices with all supporting documentation shall be submitted monthly by the Engineer to the Town in the Engineer's standard invoice format detailing the hours worked and services performed. Invoices must reference the Town of Leesburg Purchase Order number on their first page. Invoices shall be mailed to the Town's project manager at: Town of Leesburg, Office of Capital Projects, 25 West Market Street, Leesburg, Virginia 20176.
6. **Applicable Law and Courts.** This Contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Loudoun County, Virginia. The Engineer shall comply with applicable federal, state and local laws and regulations in its work on this Project.
7. **Assignment of Contract.** This Contract shall not be assignable by the Engineer in whole or in part without the prior written consent of the Town, which the Town may withhold in its sole discretion.
8. **Audit.** The Engineer shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
9. **Indemnification.** To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance purchased by Engineer in accordance with this Contract, the Engineer shall indemnify and hold harmless the Town and the Town's consultants, agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Engineer's services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work under the Construction Contract), but only to the extent caused by the negligent acts or omissions of the Engineer, anyone directly or indirectly employed by Engineer or anyone for whose acts Engineer may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this article.
10. **Notice.** The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:

1. **For Town:**
Renée LaFollette, P.E., Director
Office of Capital Projects
25 West Market Street
Leesburg, VA 20176

And

Jeanette A. Irby, Esq.
Town Attorney
Town of Leesburg
25 West Market Street
Leesburg, VA 20178

2. **For Engineer:**

The parties may amend such addresses by written notice to the opposite party at the given address.

11. **Termination.**

- A. **By Town without Cause.** The Town may terminate this Contract for any reason upon ten (10) days notice, and upon payment of any and all sums already earned under the terms of Paragraphs numbered 4 and 5 of this Contract and reasonable expenses incurred in reliance upon the Contract.

Notwithstanding the foregoing, Engineer agrees that any resulting contract shall be subject to annual appropriations of the Leesburg Town Council and that non-appropriation of sufficient funding to continue the contract will result in its automatic termination once existing funding is exhausted.

- B. **By Town for Cause.** The Town may terminate this Contract for cause if the Engineer is in material breach of this Contract and fails to adequately remedy such a breach after written notice from the Town, and a 14-day period to cure the breach. If this Contract is terminated by the Town for cause, the Town may withhold any further payments to the Engineer until it determines its damages and may sue the Engineer for any damages caused by the breach.
- C. If this Contract is terminated by the Town, the Engineer shall, within seven (7) days thereafter, deliver to the Town all Contract Deliverables, as specified in paragraph 14.D, regardless of the current state of completion. In such case, the Construction Manager grants an irrevocable right to the Town to use the Contract Deliverables without additional compensation to the Engineer, but the Engineer will not be liable for any change or alterations to the Contract Deliverables, or for their use in an incomplete state.
- D. If the Town terminates this Contract for cause and it is later determined that such termination was not justified, then the termination shall be converted into one for without cause under paragraph 11.A., and any liability of the Town shall be limited solely to the liability provided by that paragraph for a termination without cause.

12. **Integration Clause.** This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto related to the subject of this Contract.

13. **Miscellaneous**

- A. **Licenses and Permits** - The Engineer shall pay all Town, County, State and Federal taxes required by law resulting from the Engineer 's work or traceable thereto, under whatever name levied.
- B. **Liability** – The Engineer will not be liable for any damages for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the Engineer that make performance impossible or illegal, unless otherwise specified in the agreement.

- C. **Relation to Town** – It is the intent of the parties hereto that the Engineer be considered as an independent consultant and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Town, and that the Town shall be at no time legally responsible for any negligence on the part of the Engineer, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
- D. **Ownership of Documents** - The Engineer agrees that all information, finished or unfinished documents, data, studies, surveys, drawings, maps, specifications, models, photographs, records, reports, and other material gathered and/or prepared by or for it under the terms of the Contract (the "Contract Deliverables") shall be delivered to, become, and remain the property of the Town. The Town shall have the right to use and reproduce the Contract Deliverables without additional compensation to the Engineer. Engineer will not be liable for any unauthorized reuse, change, or alterations to the documents identified above by the Town.
- E. **Ethics in Public Contracting** – This Contract incorporates the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of Title 18.2, and the Virginia Public Procurement Act, Article 6, of Chapter 43 of Title 2.2 of the Code of Virginia.
- F. **Insurance Requirements** – Engineer shall secure at its own expense general liability insurance in an amount not less than \$2,000,000 solely contained in a Commercial General Liability Policy, or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the Engineer.
- Engineer shall also carry automobile insurance in an amount not less than \$2,000,000 solely contained in a Commercial Auto Policy, or in combination with an Umbrella or Excess Policy.
- Engineer shall also carry Workers Compensation Insurance that meets the statutory requirements of the Commonwealth of Virginia.
- Engineer shall also carry Professional Liability Insurance for any errors or omissions in the services it provides to the Town in an amount not less than \$2,000,000 and with a deductible no greater than \$500,000.
- In addition, Engineer shall also carry other insurance coverage deemed by the Town to be appropriate to this agreement. The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better.
- A Certificate of Insurance identifying coverage and naming the Town of Leesburg as additional insured with respect to the General and Automobile Liability Policies shall be furnished to the Town. Liability coverage including, without limitation, general liability and professional liability coverage, shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving thirty (30) days prior written notice of such action to the Town.
- G. **Business, Professional, and Occupational License (BPOL)** – All firms doing business for the Town of Leesburg are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in Leesburg, Virginia are exempt from this requirement.

H. Employment Discrimination by Construction Manager Prohibited:

1. During the performance of the contract, the Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment in the solicitation and award of public contracts except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Engineer; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
2. The Engineer will include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

I. Drug-Free Workplace – Pursuant to Section 2.2-4312 of the VPPA – § 2.2-4312. Drug-free workplace to be maintained by Engineer; required contract provisions. – All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the Engineer agrees to (i) provide a drug-free workplace for the Engineer'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 Engineer'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 Engineer that the Engineer 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 subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to the Engineer in accordance with this paragraph, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

J. Faith-Based Organizations – Pursuant to Section 2.2-4343.1 of the VPPA – The Town of Leesburg does not discriminate against faith-based organizations.

K. Payment Clauses – Pursuant to Section 2.2-4354 of the VPPA

1. Within seven (7) days after receipt of amounts paid to the Engineer by the Town for work performed by the subcontractor under the resulting contract the Engineer will:

- a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Engineer must provide their Federal Employer Identification Number.
 3. The Engineer will pay interest to the subcontractor on all amounts owed by the Engineer that remain unpaid after seven (7) days following receipt by the Engineer of payment from the Town for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision 1.
 4. Interest on any sums due under this Contract shall accrue at the base rate on corporate loans (prime rate) at large United States money center commercial banks as reported daily in the publication entitled The Wall Street Journal.

The Engineer will 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 subcontractor.

The Engineer's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the Town. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

L. Dispute Resolution.

1. The parties shall first endeavor to resolve any disputes, claims or other matters in question between them through direct negotiations, and if such direct negotiations fail, by non-binding mediation, with the site of the mediation being the Town of Leesburg, Virginia, which is agreed to be the sole and exclusive venue.
2. If the procedures of subparagraph L. 1 have been followed, but more than ninety (90) days have passed since a party has requested mediation, and the dispute, claim or matter in question remains unresolved, then either party may institute a lawsuit in the Circuit Court of Loudoun County, Virginia, and may pursue all available appeals in Virginia state courts, to the extent they have jurisdiction.
3. Nothing in subparagraphs 1 or 2 shall prevent a party from seeking temporary injunctive or other temporary equitable relief in the Loudoun County Circuit Court if circumstances so warrant.
4. In the event of any dispute, claim, or other matter in question arising, the Engineer shall continue its performance diligently during its pendency as if no dispute, claim or other matter in question had arisen. During the pendency of any dispute in connection with the payment of moneys, the Engineer shall be entitled to receive payments for non-disputed items.

M. Waivers of Subrogation - The Town and Engineer waive all rights against each other and against the Construction Contractors, consultants, agents and employees of any of them, for damages, but only to the extent covered by property insurance during

construction, except such rights as they may have to the proceeds of such insurance as set forth in this Contract. The Town and Engineer each shall require similar waivers from their Contractors, consultants, agents, and persons or entities awarded separate contracts administered under the Town's own forces.

N. **No Third Party Beneficiary** - Town and Engineer Parties hereby acknowledge and agree that no person receives any rights or benefits hereunder, either expressly or by implication from this Contract.

O. **Unauthorized Aliens** – In accordance with Section 2.2 – 4311.1 of the Code of Virginia, the Engineer agrees that it does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1980.

14. **Severability.** The provisions of this Contract are intended to be severable, and if any provision, including, without limitation, any portion of any subparagraph, is found to be invalid, then full effect shall still be given to the remaining provisions not found to be invalid.

In witness whereof, the parties below, execute this contract as the date first above written,

Town of Leesburg

[FIRM]

**Authorized
Signature**

**Authorized
Signature**

Name

Name

Title

Title

Date

Date

APPROVED AS TO FORM:

TOWN ATTORNEY

X. BUSINESS, PROFESSIONAL & OCCUPATIONAL LICENSE TAX REQUIREMENTS

Town Code, Leesburg, Virginia, Sec. 17-163. License requirement.

- A. Every person engaging in the town in any business, trade, profession, occupation or calling (collectively hereinafter "a business") as defined in this article, unless otherwise exempted by law, shall apply for a license for each such business if:
- (1) Such person maintains a definite place of business in the Town of Leesburg;
 - (2) Such person does not maintain a definite office anywhere but does maintain an abode in the town, which abode for the purposes of this article shall be deemed a definite place of business; or
 - (3) There is no definite place of business but such person operates amusement machines, is engaged as a peddler or itinerant merchant, carnival or circus as specified in § 58.1-3717, 3718 or 3728, respectively of the Code of Virginia, or is a contractor subject to § 58.1-3715 of the Code of Virginia, or is a public service corporation subject to § 58.1-3731 of the Code of Virginia. A separate license shall be required for each definite place of business. A person engaged in two or more businesses or professions carried on at the same place of business may elect to obtain one license for all such businesses and professions if all of the following criteria are satisfied: (i) each business or profession is licensable at the location and has satisfied any requirements imposed by state law or other provisions of the articles [Code] of the Town of Leesburg; (ii) all of the businesses or professions are subject to the same tax rate, or, if subject to different tax rates the licensee agrees to be taxed on all businesses and professions at the highest rate; and (iii) the taxpayer agrees to supply such information as the assessor may require concerning the nature of the several businesses and their gross receipts.

-END OF DOCUMENT-