



TOWN OF LEESBURG, VIRGINIA
REQUEST FOR PROPOSALS

ENGINEERING DESIGN SERVICES
BATTLEFIELD PARKWAY TRAIL ACROSS THE ROUTE 15 BYPASS
UPC 109594

RFP NO. 17012-FY17-20

The Town of Leesburg requests proposals for engineering design services for the Battlefield Parkway Trail Across the Route 15 Bypass project (UPC 109594).

Proposals shall be submitted no later than 4:00 p.m., Thursday, November 17, 2016, to Mr. Thomas Brandon, Manager, 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 until but no later than 5:00 P.M. on Thursday, November 10, 2016.

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 and eVA (<https://eva.virginia.gov>).**

Thomas Brandon, Manager
Office of Capital Projects

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**ENGINEERING DESIGN SERVICES
FOR
BATTLEFIELD PARKWAY TRAIL ACROSS THE ROUTE 15 BYPASS**

RFP NO. 17012-FY17-20

I. PURPOSE OF THE REQUEST

The Town of Leesburg (the Town) is seeking proposals from qualified engineering firms to provide engineering design services for the Battlefield Parkway Trail across the Route 15 Bypass Project.

A. Project Description

The project includes construction of a trail along the north side of Battlefield Parkway across the Route 15 Leesburg Bypass. The trail will provide a connection between and existing trail west of Balls Bluff Road and a sidewalk which ends east of Fieldstone Drive. The project will include addition of a crosswalk across the Route 15 Leesburg Bypass and new pedestrian signals at the intersection. The length of the project is approximately 0.3 miles. The construction cost is estimated to be approximately \$500,000.

This project is funded by the Virginia Department of Transportation (VDOT) and will be administered by the Town of Leesburg as a Local Assistance Project. Federal funding for the project is through the Bicycle-Pedestrian Safety Program under the “Moving Ahead for Progress in the 21st Century Act” (MAP-21).

The project schedule established is for construction to begin in early 2019. All design, right-of-way acquisition, and utility relocation must be completed prior to beginning construction. The Engineer is expected to perform its work in a timely manner in order to meet this schedule.

B. General Information

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 IV of this RFP. The Town’s process and criteria for evaluating proposals, selecting a consultant and developing a contract are summarized in Sections V and VI. The requirements and process set forth therein shall be binding on all Offerors.

Procurement Regulations: This Request for Proposal (RFP) plus the resulting proposal content and contract shall be consistent with and governed by the Federal Acquisition 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 the solicitation and selection requirements of the Procurement Policies.

C. Mandatory Federal-Aid Professional Services RFP Provisions

Disadvantaged Business Enterprise (DBE) and Small, Women, and Minority (SWaM) Goals: It is the policy of the Virginia Department of Transportation and the Town of Leesburg that Disadvantaged Business Enterprises (DBE) 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 is maintained on their web site (<http://www.dmbv.virginia.gov/>) under the **DBE Directory of Certified Vendors**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms 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 DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited. The Department believes that these services support 0% DBE participation.

DBE or SWaM certification entitles consultants to participate in VDOT's DBE and SWaM programs. 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.

State Corporation Commission Registration: Prior to the time of submittal of the proposal, all business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission. Information about business registration can be found at <https://www.scc.virginia.gov/default.aspx>. Foreign Professional corporations and Foreign Professional Limited Liability Companies (i.e., organized or existing under the laws of a state or jurisdiction other than Virginia) must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorships that do not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation <http://www.dpor.virginia.gov/>, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board). Board regulations require that all branch offices of professional corporations and business entities located in Virginia, which offer or render any professional services relating to the professions regulated by the Board shall be registered as separate branch office with the Board. All offices, including branches, which offer or render any professional service, must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at that office. All firms involved that are to provide professional services must meet these criteria prior to submitting an proposal to the **Town of Leesburg**. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.

Title VI of the Civil Rights Act of 1964: The **Town of Leesburg** assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 work days of notification of selection when requested by the Department. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.

Federal Immigration Reform and Control Act of 1986: The Town of Leesburg will not consider for award any cost proposals submitted by any consultants and will not consent to subcontracting any portions of the contract to any subconsultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

Federal Acquisition Regulations (FAR) Requirements: All firms submitting EOI (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." All firms selected for a project (prime consultants, joint ventures and subconsultants) must submit their FAR audit data to the Town of Leesburg within ten work days of being notified of their selection. Should any firm on the consultant team fail to submit the required audit data within the ten work days, negotiations may be terminated by the Town of Leesburg and the next most qualified team invited to submit a proposal.

Does Not Discriminate: The Town of Leesburg does not discriminate 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.

Required Forms:

- Certification Regarding Debarment – Primary Covered Transactions (Prime Consultant)
- Certification Regarding Debarment - Lower Tier Covered Transactions (Sub-Consultant)

II. CONTRACT PERIOD

The period of services under this contract shall begin on the date of award by the Town Council, and shall extend through the construction phases and final acceptance of the roadway improvements by the Town, and shall terminate one (1) year after final completion or expiration of the warranty period of the project, whichever is later.

III. SCOPE OF SERVICES AND DELIVERABLES

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

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 applicable documents and standards, including but not limited to:

- Town of Leesburg Design and Construction Standards Manual (DCSM)
- VDOT Manuals and Documents
 - Road Design Manual
 - Road and Bridge Specifications
 - Road and Bridge Standards
 - Drainage Manual
 - BMP Design Manual of Practice
 - Survey Manual
 - Locally Administered Project (LAP) Manual
 - Virginia Work Area Protection Manual
 - Virginia Supplement to MUTCD
 - Instructional and Informational Memoranda
 - Traffic Engineering Manual
 - Traffic Engineering Memoranda
- American Association of State Highway and Transportation Officials Manuals
 - A Policy on Geometric Design of Highways and Streets
 - Manual on Uniform Traffic Control Devices
- Virginia Department of Environmental Quality Manuals
 - Virginia Erosion and Sediment Control Handbook
 - Virginia Stormwater Management Handbook

Services required under this contract include, but are not limited to:

- Surveys, mapping and plat preparation
- Preparation of an environmental document in accordance with the National Environmental Policy Act (NEPA), and other environmental investigations and studies necessary to meet federal and state permitting requirements
- Pedestrian and bicycle facilities design
- Pedestrian signal design
- Geotechnical investigations and analysis
- Drainage and stormwater management design
- Erosion and sediment control design
- Arborist studies
- Utility designation, locating and test pits
- Public involvement assistance
- Assistance to the Town as needed in advertising for construction bids and analysis of bids
- Assistance 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 project is being administered by the Town. Funding for the project may be from state, regional, and local sources.

IV. PROPOSAL FORMAT

Proposals are to be submitted in a format which allows uniform review and easy access to information by the evaluation committee. All proposal pages shall be printed in vertical format to the extent possible. No other information (supplemental qualifications, etc.) in addition to what has been requested should be provided in the proposal. An electronic version of the proposal in Adobe Acrobat (.pdf) format on a CD or flash drive must be included with the proposal submission.

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. No project understanding or approach is required or desired as part of this submittal.

Proposals should contain no more than twenty-five (25) individual sheets. Double-sided printed pages are encouraged. Note that a sheet printed on both sides is counted as a single sheet. **All** sheets in the proposal (i.e. including covers, dividers and tabs, letter of interest, table of contents, etc.) will be counted as part of the sheet count.

Introductory Letter of Interest

Section 1. 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 pedestrian and bicycle facilities 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 **three** 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

The project descriptions should emphasize the relevancy of the experience to this project, specifically pertaining to type of design, location, funding source, project issues, design staff, etc.

Section 2. Staffing

- Provide an organization chart, including, at a minimum:
 - Project Manager
 - Key Task Leaders
 - Quality Management Team Personnel
 - Other Key Staff

For each person shown on the chart, clearly indicate their role and office location. If the person is from a sub-consultant, that should be noted.

- Provide staff resumes for a maximum of eight (8) personnel to include the project manager, lead design engineer, drainage engineer, traffic engineer, and environmental specialist, describing the qualifications and specific experience for each project team member.

Section 3. Forms

- RFP Submission Form
- SCC registration for firm (prime consultant and subconsultants)
- DPOR registration for key personnel in responsible charge of portions of the work
- VDOT Firm Data Form
- Certificate Regarding Debarment – Primary Covered Transactions
- Certificate Regarding Debarment – Lower Tier Covered Transactions

V. PROPOSAL/SELECTION PROCESS

An Evaluation Committee consisting of the Town staff appointed by the Manager 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 2.2-4302.2. 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 either on hourly rates for services provided with an upper, not to exceed limit for each task.

VI. EVALUATION OF PROPOSALS/SELECTION CRITERIA

The following criteria and scoring will be used in the evaluation of proposals and developing a short list of qualified firms:

- A. History of Services on Similar Projects (35 points)
- B. Personnel Experience/Capabilities (35 points)
- C. Firm/Team Capabilities (20 points)

- D. Availability/Accessibility to Town (10 points)

VII. SUBMITTAL INSTRUCTIONS

- A. One (1) original, three (3) copies and one (1) electronic copy on CD or flash drive in Adobe Acrobat (.pdf) format of the proposal must be received by Mr. Tom Brandon, Capital Projects Manager, at the address specified below, no later than the advertised proposal due date.

Proposal submissions shall be addressed to:

By Mail or Hand Delivered

ATTN: Tom Brandon, Manager, 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, collusion and the VDOT Firm Data Sheet. The certification on this form must bear an original signature.

Failure of the Offeror to include this RFP Submission Form with its proposal may be cause for rejection of the proposal.

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 copies of appropriate commercial professional registrations and licenses for all main and branch offices proposed for this Project, as well as providing copies of appropriate individual registrations/licenses for those professional occupations per the requirements listed below.

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 any 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.

VIII. 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.

- C. INQUIRIES - All inquiries concerning this RFP must be directed, **in writing only**, to Thomas Brandon, Manager, Office of Capital Projects, 25 West Market Street, Leesburg, VA 20176, by e-mail at CapitalBidQuestions@leesburgva.gov. Questions will be entertained until close of business five (5) business days prior to the proposal due date. A copy of all written questions received, and subsequent responses provided, will be posted on the Town's Bid Board and eVA only.
- 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 Manager 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 Committee 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 Committee 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.

Engineer shall also carry Professional Liability (E&O) Insurance for any errors or omissions in the services it provides to the Town, in an amount of not less than \$2,000,000.

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 conducting 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 (excerpt below). 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, telephone 703-771-2715.

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

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.

- S. OTHER LICENSES AND PERMITS – The Engineer shall pay all Town, County, State, and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable work thereto, under whatever name levied.

- T. 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 shall, at the Town’s option, be delivered to, become, and remain the property of the Town. The Town shall also have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Engineer.

- U. 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.
- V. FAITH BASED ORGANIZATIONS – The Town of Leesburg does not discriminate against faith-based organizations.
- W. 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.
- X. DRUG FREE WORKPLACE – Pursuant to section 2.2-4312 of the VPPA. Drug-free workplace to be maintained by contractor; 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 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 the contractor’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 a Engineer in accordance with this chapter, 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.

- Y. PAYMENT CLAUSES – Pursuant to Section 2.2-4354 of the VPPA
 - 1. Within seven 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. Individual contractors must provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
3. The Engineer will pay interest to the subcontractor on all amounts owed by the Engineer that remain unpaid after seven 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. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

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.

A contractor'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.

Z. DISPUTE RESOLUTION – Pursuant to Section 2.2-4363 Contractual Disputes of the VPPA

1. Notwithstanding any provision of law to the contrary, all claims, disputes, and other matters or questions between the Offeror and the Town arising from or relating to this Contract, shall be resolved under this paragraph:
2. The Offeror shall immediately notify the Project Manager in writing of any claim or dispute pertaining to this Contract. Upon receiving notice of a claim, the Project Manager or designated representative will attempt to resolve the dispute. If the Offeror is not satisfied by the Project Manager's decision, the Offeror shall within ten (10) days after receipt of the Project Manager's proposed resolution, submit a written claim to the Director of the Department of Capital Projects. The Director of the Department of Capital Projects shall issue a written decision within ten (10) days after receipt of a claim. If the Offeror is not satisfied with the resolution proposed by the Director of the Department of Capital Projects, the Offeror shall within (10) days after receipt of the Director of the Department of Capital Projects' proposed resolution, submit a written claim the Chief Procurement Officer (CPO). The CPO shall issue a written decision within ten (10) days after receipt of a claim. Any appeal of the decision of the CPO shall follow the provisions of Section 2.2-4365 Administrative Appeals Procedure of the VPPA.

AA. SUBJECT TO APPROPRIATIONS – The Offeror 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.

AB. TERMINATION – Subject to the provisions below, the contract may be terminated by either party upon ninety (90) days advanced written notice to the other party; but if any supply or service hereunder is in progress, but not delivered or completed as of the date of termination, then this contract may be extended upon written approval of the Director of Finance until said supplies or services are either delivered or completed and accepted.

1. Termination for Convenience - In the event that this contract is terminated or cancelled upon request and for the convenience of the Town without the required ninety (90) days advance written notice, then the Town shall reimburse the bank for the reasonable value

of any non-recurring costs incurred but not amortized in the price of the services delivered under the contract.

2. Termination for Cause, Default or Negligence - Termination by the Town for cause, default or negligence on the part of the bank shall be excluded from the foregoing provision; reimbursement of costs, if any, shall not apply. Termination shall also occur if the bank fails to sustain the minimum Sheshunoff Bank quarterly rating for two (2) consecutive quarterly publications which also may result in the immediate transfer of Town funds to an institution meeting the qualifications. The ninety (90) days advance notice requirement is waived in the event of termination for cause.
3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

- AC. DISPOSITION OF PROPOSALS - All materials submitted in response to this RFP will become the property of the Town. One (1) electronic copy of each proposal shall be retained for official files and will become a public record. These records will be available for public inspection after award of the contract. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section AE. “Trade Secrets and Proprietary Information Disclosure”.
- AD. TRADE SECRETS AND PROPRIETARY INFORMATION DISCLOSURE - In compliance with the Town’s Procurement Policies, all proposals will be available for public inspection. Trade secrets and proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section before or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable.
- AE. ADA REASONABLE ACCOMMODATION CLAUSE - If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Officer at least ten (10) business days before the proposal due date.
- AF. SAFETY - All contractors and subcontractors performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupation Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- AG. NON-ASSIGNMENT OF CONTRACT - The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Procurement Officer, such permission not to be unreasonably withheld.
- AH. MODIFICATION OF THE CONTRACT - This contract may be modified by approved a contract modification or change order signed by both parties in accordance with the VPPA.
- AI. PRIME VENDOR RESPONSIBILITIES - Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP. If the offeror’s proposal includes services provided by others, the offeror will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement

delivery and quality of such services. The offeror will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

-END OF SECTION-

RFP SUBMISSION FORM
ENGINEERING DESIGN SERVICES
BATTLEFIELD PARKWAY TRAIL ACROSS THE ROUTE 15 BYPASS
RFP NO. 17012-FY17-20

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 _____

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL

VDOT FIRM DATA FORM

It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBE) 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 Small Business and Supplier Diversity certified DBE firms is maintained on their web site (<http://www.sbsd.virginia.gov/>) under the **DBE Directory of Certified Vendors**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms 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 DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited.

In accordance with the Governor's Executive Order No. 20, the Virginia Department of Transportation also requires a utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of state funded consultant contracts. A list of Virginia Department of Small Business and Supplier Diversity (DSBSD) certified SWaM firms is maintained on the DSBSD web site (<http://www.sbsd.virginia.gov/>) under the **SWaM Vendor Directory** link. Consultants are encouraged to take all necessary and reasonable steps to ensure that SWaM firms 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 SWaM firms as potential subconsultants. The consultant is encouraged to contact SWaM firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a SWaM firm whereby the SWaM firm promises not to provide services to other consultants is prohibited.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Firm Data Sheet.

VDOT is also required to capture DBE and SWaM payment information on all professional services contracts. The successful prime consultant will be required to complete C- 63 form for both state and federally funded projects on a quarterly basis.

Any DBE or SWaM firm must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If DBE or SWaM firm 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 or SWaM subconsultants. DBE or SWaM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE or SWaM credit will be awarded only for work actually being performed by them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM goals only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE or SWaM certification entitles consultants to participate in VDOT's DBE and SWaM programs. 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.

Business Opportunity and Workforce Development (BOWD) Center - The BOWD Center is a VDOT developmental supportive services program and partnering initiative funded by FHWA for selected DBE firms of various skill and competence levels interested in entering, enhancing or expanding highway contracting opportunities with prime consultants. The partnering initiative between prime consultants and BOWD DBE firms provides the opportunity for the further development of DBE firms through performance on contracts and guidance from prime consultants. The intent of this partnering initiative is to increase capacity by perfecting existing skills and knowledge, expanding into new work areas, and prime consultant joint venturing with DBE firms. The prime consultants are encouraged to achieve all or a percentage of the required DBE participation/goals determined for this project by the utilization of BOWD approved firms. To assist consultants in taking advantage of this opportunity for utilization of approved BOWD firms, please contact the BOWD Center for additional information, details, resources and support. For further information on the BOWD Center and to view the DBE profiles, go to www.virginiadot.org/business/BOWD.asp. The BOWD Center can be contacted at (804) 662-9555 or via email to BOWDCenter@vdot.virginia.gov.

REQUIRED VDOT FIRM DATA FORM

Firm's 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

CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS
(To be completed by a Prime Consultant)

Project: _____

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Title

Date

Name of Firm

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: _____

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Title

Date

Name of Firm