



**REQUEST FOR PROPOSAL (RFP)  
COMPREHENSIVE ENGINEERING SERVICES  
WATER AND WASTEWATER CONVEYANCE AND TREATMENT AND RELATED  
SERVICES**

ISSUE DATE: Thursday, June 29, 2023

RFP NO.: 500610-FY24-05

PRE-PROPOSAL MEETING: Tuesday, July 11, 2023; 1:00 p.m.

QUESTION DEADLINE: Tuesday, July 18, 2023; 2:00 p.m.

PROPOSAL DUE DATE: Thursday, August 3, 2023; 2:00 p.m.

DELIVERY ADDRESS: Commonwealth's eProcurement website  
[www.eva.virginia.gov](http://www.eva.virginia.gov)

CONTACT: David A. Christianson, CPPB  
Deputy Procurement Officer  
Phone: (703) 771-2711  
E-mail: [BidQuestions@leesburgva.gov](mailto:BidQuestions@leesburgva.gov)

**NOTE: Effective January 1, 2021, and until further notice, all bids and proposals in response to a formal solicitation issued by the Town will be securely received via eVA, the Commonwealth's eProcurement website. All formal solicitations, including notices of addenda, will be posted on the Town's Bid Board (<http://www.leesburgva.gov/bidboard>) and eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)). Courtesy notifications will be provided to interested parties who have registered to receive updates. Interested parties are responsible for providing the correct contact information to the Town.**

**TABLE OF CONTENTS**

<b><u>SECTION &amp; TITLE</u></b>	<b><u>PAGE</u></b>
I. PURPOSE.....	3
II. BACKGROUND.....	3
III. SCOPE OF WORK.....	4
IV. PROPOSAL SUBMITTAL INSTRUCTIONS .....	6
V. QUESTIONS AND INQUIRIES.....	11
VI. EVALUATION CRITERIA AND AWARD .....	11
VII. TERMS AND CONDITIONS.....	13
VIII. SAMPLE CONTRACT (The Sample Contract herein is for reference only. The Town of Leesburg may modify any provisions as the Town deems appropriate.).....	22
OFFEROR SUBMISSION FORM.....	36
ACKNOWLEDGEMENT OF ADDENDA .....	37
QUALIFICATIONS FORM.....	38

## I. PURPOSE

The Town of Leesburg (the “Town”) is soliciting sealed proposals from qualified firms for a wide variety of comprehensive water and wastewater conveyance and treatment projects, and related professional engineering services. The majority of the services are anticipated to be engineering services typically performed in the water and wastewater utility industry, from planning studies through construction and commissioning. Some projects will require more specialized services, including architectural services and trades-related engineering. Offerors must be able to perform all of the services requested.

It is anticipated that contract(s) will be awarded to encompass of the following specialties:

- Utility Engineering (Water and Sewer)
- Water Resources Engineering, inclusive of MS-4 permit work
- General Civil Engineering and Surveying
- Architecture / Mechanical / Plumbing / Electrical / SCADA

Other services as listed in Section III of this RFP may be assigned under the contract.

The Town anticipates multiple awards under this solicitation. Consultant teams may be formed to provide all of the required services.

A virtual non-mandatory pre-proposal meeting will be held at the date and local time indicated on the RFP cover page. It is encouraged that all Offerors attend this meeting to gain a thorough understanding of the Town’s needs. The pre-proposal meeting will be live streamed via Microsoft TEAMS and made available to the public.

Microsoft TEAMS Meeting Details:

- To join the meeting and view the video shared by the Town of Leesburg from your computer, please see the following link: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MTewNjliMTUtNTU0My00OTQ0LWI0ZjgtMjJiMzcyNDJiZjU1%40thread.v2/0?context=%7b%22Tid%22%3a%22fcff6f14-98e4-4734-bf54-941f010e77b7%22%2c%22Oid%22%3a%2298408a1a-5a6b-48ff-88e8-a0051971a913%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTewNjliMTUtNTU0My00OTQ0LWI0ZjgtMjJiMzcyNDJiZjU1%40thread.v2/0?context=%7b%22Tid%22%3a%22fcff6f14-98e4-4734-bf54-941f010e77b7%22%2c%22Oid%22%3a%2298408a1a-5a6b-48ff-88e8-a0051971a913%22%7d)
- To join the meeting via phone, please see the following dial-in info: (689) 218-0588
- Meeting Conference ID: 152 476 307#

## II. BACKGROUND

The Town of Leesburg is located 35 miles west of Washington, D.C. The Town encompasses an area of 12 square miles with an estimated service population of 62,500. The Town’s fiscal year begins on July 1 and ends on June 30. As a government entity, the Town of Leesburg is exempt from being taxed on goods and services.

The Town of Leesburg is a full-service municipal corporation that provides the following services to Town residents and businesses: police, refuse collection and disposal, water and sewer utilities, storm water management, airport, parks and recreation, and maintenance of streets and roadways.

The Department of Utilities is responsible for providing quality water and sanitary sewer services to utility customers in a manner that balances social, environmental, and economic factors. The Department of Utilities consists of four operating divisions: Administration, Utility Maintenance, Water Supply, and Water Pollution Control.

The Water Supply Division (WSD) is responsible for the safe and efficient operation of the Town's Kenneth B. Rollins Water Treatment Plant (WTP), one (1) well, five (5) water storage tanks, and four (4) water booster stations. The WTP has a design capacity of 12.5 million gallons per day.

The Water Pollution Control Division (WPCD) is responsible for the safe and efficient treatment of wastewater and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The Town's Water Pollution Control Facility (WPCF) is designed to treat sewage at a rate of 7.5 million gallons per day and the division also operates ten pump stations within the Town's service area.

The majority of the services are anticipated to be related to typical water and wastewater engineering-type services including but not limited to: studies; analyses; field investigations; preparation of planning documents; preparation of plans, specifications, estimates and contract documents for construction and other capital projects; review of shop drawings, technical and inspection support; cost estimation; permitting; studies and investigations and other technical services as required. Work to be performed in accordance with all applicable Federal, State and local laws, rules and regulations and current industry standards.

The Town may award one or more contracts under this solicitation and reserves the right to determine the exact number of individual contracts based on the responses received from this request. The contract awarded this solicitation will be administered by the Town's Department of Utilities. However, other Town departments may also assign tasks under the contracts. In those instances, the other Town departments will administer the tasks.

### **III. STATEMENT OF NEEDS**

The successful offeror, also referred to herein as "Consultant" or "Contractor", will be expected to provide professional consultation and design services. Other professional and technical services, including but not limited to those itemized below, may be requested under this contract. Consultant teams may be formed to provide more comprehensive services. However, it is not necessary for firms to have capabilities to provide all services listed.

If the size of the project does not exceed the limits specified in §2.2-4303.1 of the Virginia Public Procurement Act, the tasks assigned under this contract may include projects from the Town's approved Capital Improvement Program (CIP). Tasks assigned under these contracts may include studies, surveys, or other projects that are considered to be maintenance, 3R, or other smaller projects that are not included in the CIP.

While other types of services may be requested, it is not anticipated that these services will comprise a substantial volume of the total services requested. The Town reserves the right to expand or delete services as necessary.

There is no assurance that tasks to be assigned under these contracts will be consistent with assignments on past contracts. For reference, the engineering services could include the following general types of tasks:

**Water Supply**

- Investigations
- Planning Updates
- Permitting Support
- Operational Efficiency Studies and Investigations
- Cost Estimation & Budget Support
- Various Technical Support as Required

**Water Treatment**

- Planning, design, permitting and construction of new and rehabilitation of existing water treatment and storage/pump facilities, including mechanical, electrical, I&C, piping, and process systems. Potential treatment processes include conventional filtration, chemical addition, mixing, sedimentation, disinfection pumping and solids handling. Other related services include:
  - Water quality investigations and studies
  - Modeling
  - Facility Assessments and Improvements
  - Field Investigations
  - Permitting Support
  - Planning Updates
  - Process, Operational and Energy Efficiency Studies and Investigations
  - Cost Estimation and Budget Support
  - Various Technical Support as Required

**Wastewater Treatment**

- Planning, design, permitting and construction of new and rehabilitation of existing wastewater/reuse treatment facilities, including electrical, mechanical, I&C, piping and process systems. Potential processes include biological and enhanced nutrient removal, activated sludge, anaerobic digestion, sludge drying reuse and odor control. Other related services include:
  - Water Quality Investigations and Studies
  - Modeling Facility Assessment Field Investigations
  - Permitting Support
  - Planning Updates
  - Process, Operational and Energy Efficiency Studies and Investigations
  - Cost Estimation and Budget Support
  - Various Technical Support as Required

**Water Distribution and Wastewater Collection**

- Planning, design, permitting, and construction of new and rehabilitation of existing water distribution and storage/repump facilities, including electrical, mechanical, I&C, piping and process systems, and wastewater collection

facilities including gravity collection, force mains and lift stations, including electrical, mechanical, I&C, piping and process systems. Other related services include:

- Inflow/Infiltration Investigations and Studies
- Infrastructure/Facility Assessments & Surveys
- Unaccounted for Water Analyses
- Hydraulic Modeling
- Field Investigations
- Permitting Support
- Planning Updates
- Operational and Energy Efficiency Studies and Investigations
- Cost Estimation and Budget Support
- Various Technical Support as Required

#### **Other Related Services**

- Technical Studies and Reports (including planning reports, preliminary design reports, etc.)
- Flow analyses, hydraulic calculations, and assessments (for water, sewer and reuse systems)
- Water and sewer treatment process analysis and assessments
- Preliminary and final design, preparation of construction plans, specifications and bid documents (including material quantity takeoffs, cost estimates, and related items)
- SCADA and instrumentation development, design, and programming
- Trades-related design, including HVAC, electrical, and plumbing
- Permit and permit renewal applications and related services (as required by regulatory agencies)
- Advisory services during bidding and bid evaluation
- Construction-phase services such as shop drawing and submittal review, responses to RFIs, change order/claim support, etc.
- On-site services during construction, such as operational trouble-shooting
- Record drawing and system start-up services (water, wastewater, HVAC, etc.)
- Updates and revisions to the Town Design and Construction Standards Manual
- Grant writing assistance
- Inspection or construction management services related to tasks

## **IV. PROPOSAL SUBMITTAL INSTRUCTIONS**

### **A. Submittal Instructions**

One (1) electronic copy of your complete proposal, and one (1) electronic copy with any trade secret, confidential, or proprietary information redacted must be submitted. Late proposals will **not** be accepted. Mailed, telephone, fax, electronic, emailed and verbal offers will **not** be accepted.

Submit proposals through the Commonwealth's eProcurement website, [www.eva.virginia.gov](http://www.eva.virginia.gov).

TITLE: RFP No. 500610-FY24-05  
Comprehensive Engineering – Water and Wastewater Conveyance and Treatment and Related Services

DUE DATE: Thursday, August 3, 2023; 2:00 P.M. (local time)

**In order to be considered for a contract award, offerors must complete and submit a response to this RFP via the Commonwealth's electronic procurement website eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)). eVA streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. Offerors desiring to provide goods and/or services to the Town must be a registered vendor in eVA. eVA Vendor Registration is free.**

On the eVA website, [www.eva.virginia.gov](http://www.eva.virginia.gov), applicants must login as a vendor using their eVA username and password. Please contact eVA Customer Care for instructions and/or assistance in registering to become a vendor, login, and/or uploading documents. eVA Customer Care:

Hours: 8:00 AM to 4:45 PM, Monday through Friday

Phone Toll Free: 866-289-7367

Email: [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov)

Proposals shall be submitted electronically to the Town via the Commonwealth's eVA website **prior** to the proposal submission deadline stipulated for this RFP or as amended via any subsequent addenda issued by the Town. Offerors assume full responsibility for the electronic delivery of the completed proposal to [www.eva.virginia.gov](http://www.eva.virginia.gov) on or before the deadline for submission. The Town is not responsible for any loss or delay with respect to the submission of proposals. Late proposals will **not** be accepted. Proposals submitted by any method other than via the eVA website will **not** be accepted.

All required forms and documentation submitted in response to this RFP must be uploaded as one (1) pdf attachment to eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)). The attachment should use the following naming convention: the RFP number and the name of the bidder (i.e. RFP No. \_\_\_\_\_ - Your Company's Name).

**NOTE: eVA will not allow an offeror to upload documents after the deadline set for receipt of proposals. Any submission partially uploaded at the deadline date and time will be considered incomplete and will not be accepted. ANY PROPOSAL RECEIVED BY THE TOWN AFTER THE DEADLINE FOR SUBMISSION WILL NOT BE ACCEPTED.**

## **B. Proposal Format**

Offerors should submit proposals in the following format:

1. Proposals should include a cover letter, the completed RFP Submission Forms, references, supplemental information, and any other information that you deem appropriate.
2. Proposals should be submitted on 8-1/2" x 11" paper. Proposals are to be prepared simply and concisely (underlined for emphasis). Elaborate artwork, expensive paper, visual, and other presentation aids are not required.
3. Proposals should be signed by the person or persons legally authorized to bind the offeror to a Contract. Until further notice, electronic signatures will be accepted by the Town and submission of a proposal through the eVA website constitutes your representation that your firm authorizes the use of electronic signatures.
4. Proposals should contain no more than fifty (50) pages. All pages in the proposal (i.e. including covers, dividers and tabs, table of contents, executive summary, etc.) will be counted as part of the page count.
5. Each copy of the proposal should be contained in one PDF, all pages should be numbered, and should be organized using tabs in the sequence and format as indicated below:

SECTION 1	<ul style="list-style-type: none"> <li>• Letter of Interest</li> <li>• Table of Contents</li> <li>• Executive Summary</li> <li>• Offeror Submission Form (Page 36)</li> <li>• Acknowledgement of Addenda (Page 37)</li> <li>• Qualifications Form (Page 38)</li> <li>• SCC Registration (prime consultant and subconsultants)</li> <li>• DPOR Registration</li> </ul>
SECTION 2	<ul style="list-style-type: none"> <li>• Offeror's Qualifications and Experience</li> <li>• References</li> </ul>
SECTION 3	<ul style="list-style-type: none"> <li>• Understanding and Approach: Offeror's Understanding to Meet the Statement of Needs as Outlined in Section III, Project Approach, and Quality Control Plan</li> </ul>
SECTION 4	<ul style="list-style-type: none"> <li>• Staffing: Project Team, Organization Chart, and Capacity and Availability of Resources</li> </ul>

### C. Proposal Organization

Offerors are encouraged to be thorough in addressing the Statement of Needs and the Proposal Submittal Instructions as outlined in this RFP. Offerors must fully address each of the following items and submit proposals using the following format:

1. **Section 1 – Letter of Interest, Table of Contents, Executive Summary, Offeror Submission Form (Page 36), Acknowledgement of Addenda (Page 347,**



## **Qualifications Form (Page 38), SCC Registration (prime consultant and subconsultants), DPOR Registration**

- **Executive Summary:** Provide a concise description of all work experiences as they relate to the scope of work, including but not limited to: background information about organization (i.e. philosophy, ownership, size, facilities, locations, etc.), management structure, the type of organization you represent (i.e. individual, partnership, corporation, etc.), a detailed history of all mergers and acquisitions, and a copy of the certificate from the State Corporation Commission stating that your Firm is authorized to transact business in the Commonwealth of Virginia.
- **Offeror Submission Form** - Each Offeror submitting a proposal must complete and include the Offeror Submission Form regarding company identification and ownership disclosures, conflict of interests, and collusion. The certification on this form must bear an original signature. Failure of the Offeror to include the required submission forms with its proposal may be cause for rejection of the proposal.
- **Acknowledgement of Addenda** - Each Offeror submitting a proposal must acknowledge all addenda issued by providing the Acknowledgement of Addenda. Failure of the Offeror to include the required submission forms with its proposal may be cause for rejection of the proposal.
- **Qualifications Form** - Each Offeror submitting a proposal must complete and include the Qualifications Form. This form must indicate the types of services that the firm wishes to be considered under this contract. Qualifications and experience must be described in Section 2 for each technical area that the firm is proposing to provide services.
- **SCC Registration (prime consultant and subconsultants)** – 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 should furnish with proposal submission supporting evidence of their SCC registration. Copies of on-line confirmation are acceptable documentation.
- **DPOR Registration** - 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 architecture, engineering, and surveying should provide 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 key personnel in responsible charge of portions of the work. Multiple registration certifications may be copied on a single sheet.

## **2. Section 2 - Offeror's Qualifications and Experience, References**

- **Qualifications and Experience:** Describe the qualifications and skills of the organization and project team to provide the services, including but not limited

to: Offeror's qualifications to perform the services, qualifications and resumes of team members and other employees who will be managing and performing the services, indicate services to be subcontracted and subcontractor(s) to provide said services, and provide a minimum of five (5) references for which offeror has completed services comparable to the scope of work in this RFP and in an environment comparable to the Town of Leesburg.

Additionally, in the section, please provide the following:

- Description of firm, with emphasis on the staffing and capabilities of the office where the work will be performed.
- Prime consultant experience in performing the types of services required under this contract.
- Any proposed subconsultants should be identified and their proposed role on the project team should be defined. Subconsultant experience on similar projects should be noted.
- Description of **five (5)** projects completed within the past ten (10) years. The projects should focus, to the greatest extent possible, on your firm's past or present experience with local government entities on projects similar to the scope of projects described in Section III of this RFP. The projects should demonstrate your firm's ability to ensure the timely completion of the proposed services in the most efficient manner and should represent experience by personnel proposed to be assigned to the Town's projects. **The experience must demonstrate the firm's capabilities to provide the services in each category that is checked on the Qualifications Form.**

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 and final construction cost, if known
- Project description
- Firm's role on the project
- Key firm personnel
- The project descriptions should emphasize the relevancy of the experience to the services required under this contract.

### 3. Section 3 – Understanding and Approach

- **Understanding and Approach:** Provide a detailed description of the services to be provided under this contract, including but not limited to: overview of the Offeror's understanding of the scope of work and services to be provided, provide best practice approaches to the Town that will enhance efficiency and effectiveness, address each of the specific requirements set forth in Section III

Scope of Work in order to demonstrate how the proposed solution will meet the specifications requested, and a statement explaining why the offeror's proposed solution would be the most advantageous to the Town.

Additionally, please provide the following:

- Briefly provide an understanding of how the contract(s) will be utilized by the Town.
- Describe key issues that can be anticipated based on experience with the Town or on similar contracts with other local governments, and provide an approach to resolving those issues.
- Describe the Offeror's approach to comprehensive consulting services on task order contracts.
- Discuss the firm's approach to keeping the project on schedule and within the established budget, including the firm's approach to meeting scheduled commitments, and methods of responding in short time periods.
- Discuss the firm's quality control processes.

**4. Section 4 – Staffing - Project Team, Organization Chart, and Capacity and Availability of Resources**

- 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 describing the qualifications and specific experience for each key project team member listed on the organizational chart.
- Capacity and Availability of Resources: Describe capacity and availability of team member resources (staff) to perform the services as delineated in the Section III. Describe current commitments and availability (expressed as a percentages) of key personnel and other resources (staff) that may be available during the contract term. Describe what level of assurance your firm can provide that resources (staff) will be available during the entire term of the contract.

**V. QUESTIONS AND INQUIRIES**

Unless otherwise instructed, the Procurement Contact is the sole point of contact for questions concerning this RFP. Questions concerning this RFP must be made in writing, via email, to the Procurement Contact listed on the cover page of the RFP. **Questions must be received by the date and time (local time) listed on the cover page of the RFP.**

A formal addendum responding to all questions received by the deadline will be made available no later than five business days before the proposal due date. Additional clarifications to the specifications will also be in the form of a written addendum. All addenda will be posted on the Town's website. Such addenda will become part of the contract documents. Verbal instructions are not binding and will not form a part of the proposal documents. It is the Offeror's responsibility to obtain all addenda from the Town's website: <http://www.leesburgva.gov/bidboard>.

## **VI. EVALUATION CRITERIA AND AWARD**

### **A. Evaluation Criteria**

Proposals will be evaluated on the following criteria and weighted accordingly:

1. Offeror's experience and history, especially in the water and wastewater industry with other governmental entities – 25%
2. Understanding of the Town's Needs, Approach to Tasks and Quality Control – 25%
3. Staffing/Personnel Qualifications – 25%
4. Project team organization and Capacity and Availability of Resources – 25%

### **B. Selection Process**

An Evaluation Committee will be comprised of users and potential users from various Town departments. The Town Staff will evaluate and rank the proposals using the evaluation criteria stated above and negotiate a contract in accordance with the process for competitive negotiation described in Section 2.2-4302.2 of the Virginia Public Procurement Act (VPPA) for professional services.

Based on the Evaluation Criteria listed in Section V, the evaluation committee will determine the highest-ranked offerors. 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 then be conducted with the offeror ranked first. Scope of services, estimated man-hours 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.

### **C. Contract Award**

The Town anticipates multiple awards under this solicitation to qualified offerors authorized to transact business in the Commonwealth of Virginia with demonstrated experience similar in nature to that being requested herein. The award of a contract(s) is at the sole discretion of the Town. Award(s) will be made to offeror(s) whose proposal is determined to be most advantageous to the Town, taking into consideration the above criteria.

The Town reserves the right to accept or to reject any or all proposals in whole or in part, to make multiple awards, and to waive informalities in the process of awarding this

contract. The Town further reserves the right to make an award of a contract without further discussion of the proposals received provided it is determined in writing that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration. Therefore, proposals should be submitted initially on the most favorable terms that the offeror could propose with respect to technical capability.

The contents of the proposals submitted by the successful offeror will become a part of any contract awarded as a result of this RFP. The successful offeror shall be expected to sign a contract with the Town. Additional terms and provisions may be included in each contract, a sample copy of which is enclosed.

## **VII. TERMS AND CONDITIONS**

### **A. Special Terms and Conditions**

1. **Contract Term:** The initial term of this Contract shall commence on a date that is mutually agreed upon by both parties and shall continue in force for one (1) year. Upon mutual agreement of both parties, this Contract may be renewed for up to three (3) additional one-year terms.

Pricing for additional renewal years may be negotiated but at no time will a single year unit price increase more than the percentage increase of the Services Less Energy Services category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index should be <http://www.bls.gov/cpi>.

2. **Contract Task Order Assignment:** In accordance with §2.2-4303.1 of the Virginia Public Procurement Act, the maximum value of an individual task that may be assigned under this contract is \$2,500,000. The maximum value assigned to each consultant for all tasks performed is \$10,000,000 per one-year contract term. When selected for a task assignment, the Consultant will be required to provide a technical proposal, cost proposal, and project schedule.

### **B. General Terms and Conditions**

1. **Proposal Binding for One Hundred Twenty (120) Days:** Offeror agrees that this proposal shall be valid and may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date.
2. **Late Proposals:** Proposals received after the time specified on the cover page of this RFP will not be accepted and will be returned unopened, provided a return address is visible.
3. **Acceptance or Rejection of Proposals:** The Town reserves the right to accept or reject any or all proposals in whole or in part and to waive minor informalities in the process of awarding this contract.

4. **Competition Intended:** It is the Town's intent that this request for proposals permits competition. It shall be the offeror's responsibility to advise the Procurement Officer in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Procurement Officer must receive such notification at least ten (10) business days before the due date.
5. **Understanding of Specifications:** Offerors shall thoroughly examine and be familiar with the Town specifications. 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.
6. **Inquiries Concerning Specifications:** Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP.
7. **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.
8. **Costs Incurred in Responding:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of proposals, or to procure or contract for services defined herein.
9. **Employment Discrimination Prohibited:** During the performance of this contract, the contractor agrees as follows:
  - a. The contractor 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 state law relating to discrimination in employment. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation should be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

10. **Disposition of Proposals:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal will 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 12. "Trade Secrets and Proprietary Information Disclosure".

11. **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 will 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.
12. **Laws and Regulations:** The offeror's attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.
13. **License Requirement:** 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, VA are exempt from this requirement. Offerors do not have to obtain a BPOL license in order to submit a proposal; however, offerors must obtain a license, if applicable, prior to award of the contract. Questions concerning the BPOL Tax should be directed to the Department of Finance, Telephone **703-771-2723**. Indicate the BPOL license number on the proposal form.
14. **Ethics in Public Contracting:** The offeror agrees that it will adhere to Article 6 – "Ethics in Public Contracting" requirements set forth in the Virginia Public Procurement Act.
15. **Safety:** All contractors and subcontractors performing services for the Town are required and should 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.
16. **Termination:** Subject to the provisions below, the contract may be terminated by the Town upon thirty (30) days advance written notice to the other party. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town until said work or services are completed and accepted.

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 thirty (30) days advance written notice, then the Town will negotiate reasonable termination costs, if applicable.

Termination for Cause: – Termination by the Town for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause. In the event of default by the offeror, we reserve the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of commodities and/or service not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

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 contractor 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.

17. **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.
18. **Use by Other Localities:** Offerors are advised that the resultant contract may be extended, with the authorization of the offeror, to other public bodies or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Town of Leesburg acts only as the “Contracting Agent” for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

It is the Contractor’s responsibility to notify the public body(s) of the availability of the contract.

Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract’s terms and conditions. If, when preparing such a contract, the general terms and



conditions of the public body are unacceptable to the Contractor, the Contractor may withdrawal its extension of the award to that public body.

The Town of Leesburg shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that Public Body by the Contractor.

19. **Modification of the Contract:** This contract may be modified by an approved contract modification or change order signed by both parties in accordance with the VPPA.
20. **Discrimination Prohibited; Participation of Small and Minority-Owned Business:** The Town shall 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.
21. **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 contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in 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 contractor that the contractor 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 contractor 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.

22. **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. The signer of the proposal must declare that all persons, companies and parties interested in the contract as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in

all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the offeror. See Offeror Submission Form.

23. **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 there from.
24. **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.
25. **Liability:** The successful offerors 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 offerors that make performance impossible or illegal, unless otherwise specified in the agreement.
26. **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.
27. **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 VPPA.
28. **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 of the Code of Virginia, as amended, and the Town Procurement Policy.
29. **Faith-Based Organizations:** The Town of Leesburg does not discriminate against faith-based organizations.
30. **Insurance Requirements** – Offeror 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.

Offeror 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;
- Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia;
- 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; and

- 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. A copy of the endorsement to the offeror's policy shall be provided as proof of this requirement. 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.

31. **Payment Clauses:** Pursuant to Section 2.2-4354 of the VPPA, within seven days after receipt of amounts paid to the offeror by the Town for work performed by the subcontractor under the resulting contract the Offeror will:
- a. Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract; or
  - b. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Individual contractors must provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

The offeror will pay interest to the subcontractor on all amounts owed by the offeror that remain unpaid after seven days following receipt by the offeror of payment from the Town for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision 1.

"Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month."

The offeror 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.

32. **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.

33. **Purchase Orders:** A purchase order will be issued upon assignment of individual task orders, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto. Services are not to begin until receipt of the purchase order and/or other notification by the Town's Procurement Officer or designee.
34. **Virginia 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 entity formation 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 a proposal to the Town of Leesburg. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.
35. **Federal Immigration Reform and Control Act of 1986:** The Department 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.
36. **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.

37. **Non-Discrimination Statement:** 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.

## VIII. SAMPLE CONTRACT

The following is an example professional services contract and is for information purposes only. The Town of Leesburg may modify any provisions as the Town deems appropriate.

CONTRACT NO. \_\_\_\_\_

[CONTRACT NAME]

This **Contract** (the “**Contract**”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the **Town of Leesburg, Virginia** (the “**Town**”), a municipal corporation, and \_\_\_\_\_ (the “**Professional**”), a Virginia Corporation having a usual place of business at \_\_\_\_\_, to perform \_\_\_\_\_ under the terms and conditions set forth herein. The Town and the Professional will be collectively referred to herein as “Parties”, each a “Party”.

### ARTICLE 1

#### GENERAL PROVISIONS

##### 1.1 Definitions

1.1.1 The “Professional” means the entity identified above as Professional, which entity is responsible for the design of the Project for the Town pursuant to this Contract and where appropriate also includes Lower-tier Entities. For the purposes of this Contract, “Professional” includes engineers, surveyors, architects, landscape architects, and other related services.

1.1.2 The “Town” or “Owner” means the Town of Leesburg, Virginia, a municipal corporation, unless another agency, commission or agency is identified above.

1.1.3 The “Project” means the tasks identified in any individual Task Order issued to Professional pursuant to this Contract.

1.1.4 The “Construction Contractor” means the entity that shall be responsible for performance of the Construction Work for the Project Town in accordance with the Construction Documents. The Town may choose not to hire a general contractor and may itself act in the capacity of the general contractor in which case Construction Contractor shall also mean the Town.

1.1.5 The terms “Design Services” and “Design” are synonymous, and include all design services required by, reasonably inferable from, or incidental to this Contract and such additional work and services as are required under, reasonably inferable from, or are incidental to, this Contract, as it may be amended from time to time, and as further described in the Town’s Request for Proposal (“RFP”) for the Project Design Services (if applicable) and Professional’s Proposal in response to the RFP (if applicable).

1.1.6 The “Design Materials” are the plans, specifications, drawings and other embodiments of the Design Services required hereunder produced by, or on behalf of the Professional, whether stored in paper, electronic or other media.

1.1.7 “Construction Work” means the construction to be performed by the Construction Contractor or if there is no Construction Contractor performed by the Town.

1.1.8 “Construction Documents” means documents prepared by the Professional consisting of drawings and specifications which set forth in detail the requirements for the construction of the Project and which are fully sufficient for the Construction Contractor to perform its construction obligations under the Construction Contract.

1.1.9 The “Construction Contract” means the agreement between the Town and the Construction Contractor for the construction of the Project.

1.1.10 “Applicable Laws” means laws, ordinances, regulations, codes and orders of any public authority relating to the Project, including the Virginia Public Procurement Act (“VPPA”).

1.1.11 “Lower-tier Entities” means the subcontractors, suppliers and consultants of the Professional of any tier.

1.1.12 “Professional’s Designated Representative” is \_\_\_\_\_, [Title], unless the Professional’s Designated Representative is designated in the Professional’s Proposal.

1.1.13 “Town’s Designated Representative” is the Director of the Department of Public Works & Capital Projects unless the Professional is notified in writing of an alternate “Town Designated Representative.”

1.1.14 The “Contract Documents” consist of: this contract and Attachment 1 incorporated herein; Request For Proposal No. \_\_\_\_\_ dated \_\_\_\_\_ (the “RFP”) (incorporated herein by reference); RFP Addendum No. 1 dated \_\_\_\_\_ (incorporated herein by reference); RFP Addendum No. 2 dated \_\_\_\_\_ (incorporated herein by reference); RFP Addendum No. 3 dated \_\_\_\_\_ (incorporated herein by reference); the Professional’s Proposal dated \_\_\_\_\_ (attached hereto as “Exhibit A”); the Professional’s Rate Schedule dated \_\_\_\_\_ (attached hereto as “Exhibit B”); and any subsequent Task Orders issued by the Town. The Contract Documents shall collectively constitute the Contract. In the event of inconsistency between or among the Contract Documents, they shall be given precedence in the order listed in the preceding sentence, provided however, that the tasks defined in any subsequent Task Order shall take precedence over any more general scope of work in any other Contract Document.

1.1.15 A “Task Order” shall be issued to the Professional by the Town for any individual Project for which the Professional is selected to perform services, and shall define the scope of the individual Project.

1.1.16 The “Notification Services” means the services defined in Attachment 1 hereto.

## 1.2 Contract Term.

The initial contract period shall be one (1) year, commencing on the Effective Date. Upon mutual agreement of both parties, this Contract may be renewed for up to three (3) additional one-year renewal terms. Pricing adjustments for renewal terms shall be subject to the limitations set forth in Section VII(A)(1) of the RFP.

### 1.3 Ownership and Use of Documents

1.3.1 All Design Materials and Construction Documents, including but not limited to drawings, specifications, and other documents, including those in electronic form prepared by the Professional and the Professional's consultants pursuant to this Contract, shall be deemed Instruments of Service and the property of the Town. The Professional hereby assigns to the Town all proprietary rights, except for standard drawings, details and specifications, drawing conventions and "boilerplate" specifications which are not unique to the Project. Upon acceptance of the Project or termination of the Professional's services pursuant to this Contract, the Professional shall promptly on demand turn over to the Town originals of all Instruments of Service. Any use of Instruments of Service or reuse of such Instruments of Service for extension of the Project or any other project by the Town will be at the Town's or any other user's sole risk and shall be without liability or legal exposure to the Professional or its consultants. The Professional and its consultants shall have the right to use the Instruments of Service for preparing or publishing promotional materials including proposals, brochures and advertisements.

1.3.2 The Town, as owner of the Instruments of Service, has the right to use the project documents as a prototype to demonstrate scope, size, functional relationships, etc., to an architect or Professional designing a similar project. The Professional for the original project design shall not be responsible or liable to the Town or second architect, Professional or designer for any such use of the documents.

1.3.3 The Professional shall provide the following documents to the Town at the completion of the Professional's work:

- 1.3.3.1 Original sealed and signed drawings.
- 1.3.3.2 Original copy of the specifications.
- 1.3.3.3 Copy of analyses made for the project.
- 1.3.3.4 Indexed final copies of the calculations made by each discipline for the project.
- 1.3.3.5 Copies of all Professional-provided shop drawings, submittals, cut sheets, operation and maintenance instructions, parts lists, and other material related to the project.

### 1.4 General

1.4.1 This Contract represents the entire and integrated agreement between the Town and the Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Town and Professional.

1.4.2 The Design Services are subject to the approval of the Town. The Professional and the Town agree that the Professional and the Town shall work together to achieve a design that will allow the Project to be constructed within the Town's budget for the Project. It is understood that there are certain items within the budget that may be the subject of minor variances; provided, however, the Professional's responsibility to achieve a design within the budget shall not be affected by such minor variances. The parties understand that close cooperation will be required during all phases of the development of the Design in order to allow the Design Services to progress in an orderly manner and agree to use reasonable efforts to ensure that the flow of information between the Town and the Professional is conducive to achieving such progress.



1.4.3 In the event that the Professional's performance of, or failure to perform, its obligations hereunder causes the Town and/or the General Contractor, if any, to incur additional construction costs to correct the Professional's deficiencies, the Professional shall be responsible for such costs. In addition, the Professional is required to perform all redesign services necessary to correct any and all errors, omissions and inconsistencies in the Design Materials at no cost to the Town (which responsibility shall not preclude the pursuit of available insurance proceeds on account thereof).

1.4.4 The Town and the Professional intend that their obligations under this Contract will be performed in an open, cooperative and mutually beneficial manner which includes appropriate "real time" participation and involvement in the Project by the Town and the Professional. To accomplish such objective, the Town and the Professional agree to cooperate by keeping each other informed on a reasonably current basis (by a free exchange of information and regular meetings on status) of all significant matters related to the Project which come to the attention of any of them.

1.4.5 If Construction Contract bids exceed the Town's budget for the Project, then modifications to the Construction Documents necessary to allow the applicable portion of the Construction Work to meet the Town's budget shall be provided at no additional cost to the Town.

1.4.6 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.

## ARTICLE 2

### **RESPONSIBILITIES OF THE PROFESSIONAL**

2.1 The services performed by the Professional, Professional's employees and Professional's Lower-tier Entities shall be as set forth in the Contract Documents.

2.2 The Professional's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Professional shall submit for the Town's approval a schedule for the performance of the Professional's services which initially shall be consistent with the time periods established in the RFP and the Professional's Proposal and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Town's review, for the performance of the Town's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Town shall not, except for reasonable cause, be exceeded by the Professional or Town.

2.3 The Professional's Designated Representative identified in Article 1.1.12 shall be authorized to act on the Professional's behalf with respect to the Project.

2.4 The Professional shall maintain the confidentiality of information specifically designated as confidential by the Town, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Professional from establishing a claim or defense in an adjudicatory proceeding. The Professional shall require of the Professional's Lower-tier Entities similar agreements to maintain the confidentiality of information specifically designated as confidential by the Town.

2.5 Except with the Town's knowledge and consent, the Professional shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Professional's professional judgment with respect to this Project.

2.6 The performance of professional services shall be consistent with the ordinary degree of care and skill of the profession, as applicable, in Virginia existing as of the date such services are rendered. The Professional shall also incorporate in the Instruments of Service those federal, state and local laws, regulations, codes, and standards that are applicable at the time the Professional prepares the Instruments of Service. In the event of a change in laws or regulations of which the Professional becomes aware or reasonably should become aware, that requires an amendment to an Instrument of Service, the Professional shall inform the Town of the change and its impact on work already done or to be done, the fees and costs involved, and scheduling. Should the Professional fail to comply with applicable codes, standards, rules and regulations, the Professional hereby agrees to bear all resulting costs for the full cost of correcting all Instruments of Service and the cost of changing the affected documents of the Town and any other Project consultant, including the replacement of reproducible drawings.

2.7 Unless stated otherwise in a specific Task Order, Professional shall confirm the accuracy of information furnished by the Town, as the Town does not warrant the accuracy of such information. The Professional shall provide prompt written notice to the Town if the Professional becomes aware of any errors, omissions or inconsistencies in such services or information.

2.8 Nothing herein shall be construed so as to prohibit the Professional from entering into subcontracts with Lower-tier Entities for services within the scope of this Contract. The Professional shall bind each and every Lower-tier Entity to the terms stated herein. The Professional shall verify that all persons rendering services under this Contract are properly licensed to provide such services in the place which the Project is located and affirms that it will be fully responsible for the acts, errors, and omissions of its subcontractors and shall fully indemnify, defend and save harmless the Town, its agents, employees, and assigns from any and all claims resulting from services negligently rendered by the Professional's Lower-tier Entities.

2.9 If the Professional becomes aware of any facts, information, or events which have caused, or are likely to cause, a delay in the performance of its services or in the completion of the Project, it shall promptly notify the Town in writing, setting forth the reasons for the anticipated delay, the length of the delay, and steps it is prepared to take to accelerate its services and/or the Project to meet the approved schedule.

2.10 The Professional represents that it, as well as its Lower-tier Entities, are experienced and fully qualified to perform the services contemplated by this Contract, and that it and all of its employees are properly licensed, pursuant to Applicable Law, to perform such services. The Professional acknowledges that the identification of staff members of the Professional designated to work on the Project in the Professional's Proposal or otherwise is a material inducement to the Town in entering into this Contract.

2.11 The Professional shall be solely responsible for the coordination of its services with the work of the Contractor, other consultants, the Town, and other governmental entities having jurisdiction over the Project.

2.12 To the extent the Professional Services include the written or graphic interpretations of the Construction Documents necessary for the proper execution or progress of the Construction Work, Professional shall provide such interpretations within a reasonable time, on all matters relating to the execution of the Construction Work or the interpretation of the Construction Documents so as not to delay the progress of the Work.

2.13 To the extent the Professional Services include the review, approval or other appropriate action upon the Construction Contractor's submittals, such as shop drawings, product data and samples, the Professional shall perform such review, approval or other appropriate action within a reasonable time, so as not to delay the progress of the Construction Work.

2.14 To the extent the Professional Services so require, the Professional shall prepare, upon request of the Town, drawings and specifications with respect to change orders and change order proposals, for review and approval by the Town for execution in accordance with the Construction Contract.

2.15 Professional's Additional Services. The Professional shall obtain the written approval of the Town prior to performing any Additional Services not included in an assigned Task Order. Compensation for Additional Services shall be made as provided in Article 4 hereof. Such prior written approval shall define the "Additional Services" and is a condition precedent to payment for Additional Services.

2.16 Unless otherwise provided in this Contract, the Professional shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

2.17 To the fullest extent permitted by law, the Professional shall be liable to the Town for all damages attributable to any acts of commission or omission by the Professional, its employees, agents and Professional's Lower-tier Entities resulting from the failure of the Design Services to comply with Applicable Laws, including but not limited to, any fines, penalties or corrective measures, and reasonable attorney's fees in connection therewith. The Professional shall not be responsible for the Construction Work or work performed by others which is nonconforming or contrary to the Construction Documents. This provision shall survive completion or termination of this Contract. The availability of insurance is not a limitation on the amount of damage recoverable hereunder.

2.18 To the fullest extent permitted by law, the Professional shall defend, indemnify and hold harmless the Town from and against all damages, including but not limited to reasonable attorney's fees, to the extent arising out of or resulting from (i) the Professional's negligent acts or omissions in carrying out its obligations under this Contract; (ii) its breach of this Contract; and (iii) its failure to comply with any Applicable Law, including, but not limited to, liability incurred by the Town or liability incurred by those within the control of or under contract with the Town, but excluding any damages arising out of or resulting from the negligent acts or omissions of the Town or others outside the control of the Professional. The indemnification obligations under this Article shall not be limited with respect to amount or type of damages, compensation or benefits required to be paid under worker's or compensation acts, disability benefit acts or other employee benefit acts. The indemnification obligations set forth herein shall survive completion or termination of this Contract.

2.19 The Professional shall pay all applicable royalties and license fees on any and all matters arising in connection with the Design Services unless such matters arise from materials, systems or products specified by someone other than the Professional. The Professional shall hold harmless, indemnify and defend against all suits or claims for infringement of patent, trademark or copyrights against the Town and its respective agents, officers, directors and employees with respect to the matters specified in the preceding sentence.

2.20 It is the intent of the parties hereto that the Professional 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 Professional, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

2.21 Landowner Notification Requirements per Virginia Code § 25.1-203. Where included in any Task Order issued to the Professional by the Town, the Professional shall be responsible for performance of the Notification Services defined in Attachment 1 hereof.

### **ARTICLE 3**

#### **RESPONSIBILITIES OF THE TOWN**

3.1 Unless otherwise provided under this Contract, the Town shall provide full information in a timely manner regarding requirements for and limitations on the Project.

3.2 The Town's Designated Representative identified in Article 1.1.13 shall be authorized to act on the Town's behalf with respect to the Project. The Town or the Town's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Professional's services.

3.3 The Town shall provide prompt written notice to the Professional if the Town becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Professional's Instruments of Service.

3.4 The Town shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Construction Contract, or contingencies included in the overall budget or a portion of the budget, without consulting with Professional regarding a corresponding change in the Project scope and quality.

### **ARTICLE 4**

#### **CHANGES IN SERVICES**

4.1 After the execution of this Contract, the Town may issue written modifications reasonably related to the original Project parameters without invalidating the Contract. Such modifications may consist of additions, deletions or other revisions. Professional agrees to perform such services promptly and to continue performance of additional services related to such modifications pending final resolution of any claims or disputes regarding the modifications. Except for a change due to the

fault of the Professional, a written modification shall entitle the Professional to an equitable adjustment in compensation.

4.2 Contract modifications shall be signed by both parties in accordance with the VPPA.

## **ARTICLE 5**

### **DISPUTE RESOLUTION**

5.1 Notwithstanding any provision of law to the contrary, all claims, disputes, and other matters or questions between the Professional and the Town arising from or relating to this Contract, shall be resolved under this paragraph.

5.2 The Professional shall immediately notify the Town's Designated Representative in writing of any claim or dispute pertaining to this Contract. Upon receiving notice of a claim, the Town's Designated Representative or designated representative will attempt to resolve the dispute. If the Professional is not satisfied by the Town's Designated Representative's decision, the Professional shall within ten (10) days after receipt of the Town's Designated Representative's proposed resolution, submit a written claim to the Director of the Department of Public Works & Capital Projects. The Director of the Department of Public Works & Capital Projects shall issue a written decision within ten (10) days after receipt of a claim. If the Professional is not satisfied with the resolution proposed by the Director of the Department of Public Works & Capital Projects, the Professional shall within (10) days after receipt of the Director of the Department of Public Works & 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 2.2-4364 of the VPPA – 3. Disputes.

## **ARTICLE 6**

### **DEFAULT AND TERMINATION**

6.1 Termination for Convenience. The Town may terminate the Contract in whole or in part for the convenience of the Town upon thirty (30) days' written notice of termination. Such notice shall specify the reasons for termination, the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the Professional must stop work, including but not limited to work performed by Lower-tier Entities, at such time and to the extent specified in the notice. Provided, however, that if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval of the Town until said work or services are completed and accepted.

6.2 If the Contract is terminated for convenience, the Professional shall be entitled to those fees earned for work performed in accordance with the Contract prior to the effective date of the termination. Thereafter, the Professional shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated. Upon termination for convenience, the following method shall be utilized in computing amounts due to the Professional for services prior to termination:

6.2.1 If terminated at the completion of a phase, the amount due shall be the cumulative total of the fees for the phases completed according to the Contract.

6.2.2 If terminated prior to completion of a phase, the amount due shall be the sum of the previously completed phase fees plus a negotiated amount based on the portion of services provided for the phase not completed.

6.2.3 Payment for the Additional Services portion of the fee shall be any portion of those services provided up through the notice of termination.

6.2.4 The Professional shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after the last Work is performed. All amounts invoiced are subject to deductions for amounts previously paid or for amounts due the Town.

6.3 Termination for Cause. The Town may terminate the Contract for cause, default or negligence on the part of the Professional by giving thirty (30) days' written notice or may give the Professional a stated period of time within which to remedy its breach of contract. If the Professional shall fail to remedy the breach within the time allotted by the Town, the Contract may be terminated by the Town at any time thereafter upon written notice, effective immediately upon receipt. The Town's forbearance in not terminating the Contract shall not constitute a waiver of the Town's right to terminate in the future for similar breaches or failures to perform. If the Contract is terminated for cause, the Professional shall be responsible for all damages incurred by the Town as a result of the Professional's breach of contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement Professional to fulfill the obligations of the Contract.

6.4 Any termination by the Town for cause, if determined by a court of competent jurisdiction not to have been justified as a termination for cause, shall be deemed a termination for the convenience of the Town.

6.5 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 automatically terminated once existing funding is exhausted..

6.6 Termination for any reason shall not relieve the Professional of the obligation to deliver to the Town all Design Materials for which the Professional has been or will be compensated, including, but not limited to, the original drawings and specifications, copies of CADD diskettes or tapes, calculations, and analyses. Unless otherwise agreed by the Town in writing, the Professional shall deliver the Design Materials to the Town within thirty (30) days of receipt of the notice of termination. Failure to do so shall result in the withholding of final payment and shall constitute a material or substantial breach of contract.

## **ARTICLE 7**

### **INSURANCE**

7.1 Professional 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 Professional.

7.2 Professional shall 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.

7.3 Professional shall carry Workers Compensation Insurance that meets the statutory requirements of the Commonwealth of Virginia.

7.4 Professional shall 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.

7.5 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.

7.6 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.

## **ARTICLE 8**

### **COMPENSATION AND PAYMENT**

8.1 Services provided will be on a project-by-project basis. At the Town's request, the Professional will prepare and submit a proposal for the tasks involved for a specific project, together with a technical proposal, cost proposal, and project schedule. The cost proposal shall be per the hourly rates set forth in the Professional's Rate Schedule attached hereto as "Exhibit B". Except as specifically provided otherwise herein, the Town agrees to pay the Professional at the hourly rates listed in "Exhibit B" plus direct expenses not to exceed maximum amount specified in the Task Order issued by the Town. In accordance with Section 2.2-4303.1 of the VPPA, the maximum value of each individual Task Order shall not exceed \$2,500,000.00 and the maximum value for all tasks performed in a one-year Contract term shall not exceed \$10,000,000.00. Town Council approval will be required for all task order proposals exceeding \$200,000.00.

8.2 The Professional shall submit for approval by the Town a payment schedule for the services, which, when approved, shall become the basis for payment hereunder.

8.3 Payments are due and payable thirty (30) days from the date of the Town's receipt of the Professional's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest 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.

8.4 Acceptance by the Professional of the final payment under this Contract shall operate as, and be a release to, the Town and every officer, employer, and agent thereof, from all claims by and liabilities to the Professional, except for pending written claims.

8.5 Within seven (7) days after receipt of amounts paid to the Professional by the Town for work performed by Lower-tier Entities under the Contract the Professional will:

8.5.1 Pay the Lower-tier Entity for the proportionate share of the total payment received from the agency attributable to the work performed by the Lower-tier Entity under the Contract; or

8.5.2 Notify the Town and Lower-tier Entity, in writing, of its intention to withhold all or a part of the Lower-tier Entity's payment with the reason for nonpayment.

8.6 Professional must provide its Federal Employer Identification Number to the Town.

8.7 The Professional will pay interest to the Lower-tier Entity on all amounts owed by the Professional that remain unpaid after seven (7) days following receipt by the Professional of payment from the Town for work performed by the Lower-tier Entity under that contract, except for amounts withheld as allowed in Article 8.5.2.

8.8 The Professional will include in each of its subcontracts a provision requiring each Lower-tier Entity to include or otherwise be subject to the same payment and interest requirements with respect to each Lower-tier Entity.

8.9 The Professional's obligation to pay an interest charge to a Lower-tier Entity 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.

8.10 All funds for payments by the Town under this Contract are subject to the availability of an annual appropriation for this purpose by the Leesburg Town Council. In the event of non-appropriation of funds by the Leesburg Town Council for the Work required under this Contract, the Town will terminate the Contract in accordance with Article 6, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first.

## ARTICLE 9

### **OTHER PROVISIONS**

9.1 Should any provision of this Contract require interpretation or construction, it is agreed by the parties that the court interpreting or construing this Contract shall not apply a presumption that the provision be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the parties hereto and their respective attorneys and agents have fully participated in the preparation of all provisions hereof.

9.2 This Contract shall not be assignable by the Professional in whole or in part without the prior written consent of the Town, which the Town may withhold in its sole discretion.

9.3 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.

9.4 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.

9.5 Employment Discrimination by Professional Prohibited:

9.5.1. During the performance of a contract, the Professional 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 Professional; 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 Professional, 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.

9.5.2. The Professional 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 Lower-tier Entity.

9.6 Drug-Free Workplace – Pursuant to Section 2.2-4312 of the VPPA, the Professional agrees as follows:

9.6.1 During the performance of this contract, the Professional agrees to (i) provide a drug-free workplace for the Professional'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 Professional '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 Professional that the Professional 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 Lower-tier Entity.

9.6.2 "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the Professional 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.

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

9.8 No Third Party Beneficiary. The Town and Professional hereby acknowledge and agree that no person receives any rights or benefits hereunder, either expressly or by implication, from this Contract.

9.9 Unauthorized Aliens – In accordance with Section 2.2 – 4311.1 of the Code of Virginia, the Professional 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.

9.10 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 Contract:

For Town:

Amy Wyks, Director  
Department of Utilities  
1385 Russell Branch Parkway, SE  
Leesburg, VA 20175

For Professional:

9.11 Relation to the Town. It is the intent of the Parties hereto that the Professional be considered 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 Professional, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

9.12 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.

9.13 Laws and Regulations. It shall be understood and agreed that this Contract 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.

9.14 Licenses and Permits. The Professional shall pay all Town, County, State, and Federal taxes required by law resulting from the Professional's work or traceable thereto, under whatever name levied.

9.15 Audit. The Professional 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 Town, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.

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

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

**TOWN OF LEESBURG, VIRGINIA**                      **[FIRM]**

Authorized Signature	_____	Authorized Signature	_____
Name	Kaj H. Dentler	Name	_____
Title	Town Manager	Title	_____
Date	_____	Date	_____

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY

**OFFEROR SUBMISSION FORM**  
**RFP NO. 500610-FY24-05**

**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. \_\_\_\_\_ (attach Certificate of Good Standing)

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. Offer must select one or the other (not both) by inserting a checkmark (✓) or the letter "X."**

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 THEIR PROPOSAL

**ACKNOWLEDGEMENT OF ADDENDA**

Offeror acknowledges receipt of the following ADDENDA, which have been considered in the preparation of this proposal:

No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____

<b>QUALIFICATIONS FORM</b> (firms must have experience directly or via sub-consultants in all primary services areas to be considered)	
<b>PRIMARY SERVICE AREAS</b>	
<b>General Civil Engineering and Surveying</b>	
	Drainage systems
	Roadway improvements
	Pedestrian and bicycle facilities
	Site plans
	Topographic surveys
	Water and sanitary sewer lines
	Property surveys and plat preparation
	Traffic counts and studies
	Traffic control device design
<b>Water Resources Engineering</b>	
	MS-4 Permits
	Stormwater management (quality and quantity)
	Stream restoration
	TMDL
<b>Utilities Engineering</b>	
	New pipe facilities and improvements to existing pipe facilities
<b>Architecture and Mechanical / Electrical Engineering</b>	
	Generator design
	Building upgrades and renovation
	Fuel facilities
	HVAC system modeling, replacement, air balancing, ventilation systems
	Space needs analysis and staffing projections
<b>SECONDARY SERVICE AREAS</b> (firm experience directly or via sub-consultants is preferred, but not required, in these areas)	
<b>Structural Engineering</b>	
	Structural analysis and design
	Bridge inspection
<b>Environmental</b>	
	Hazardous materials site assessments
	Environmental studies
	Wetland delineations and permits
<b>Geotechnical Engineering</b>	
	Geotechnical investigations and analyses
	Dam inspection
	Pavement design
<b>Land Acquisition</b>	
	Appraisals
	Appraisal review

<b>Landscape Architecture and Arborist</b>	
	Landscape design
	Tree preservation plans
<b>Subsurface Utility Engineering</b>	
	Utility designations
	Utility test pits