



City of Danville, Virginia

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Request for Proposal

RFP 17-18-075
"On Call Construction Engineering & Inspection Services"

Sealed proposal shall be submitted no later than April 10, 2018 at 5:00 p.m.

City of Danville
Purchasing Department
Attn: J. Gary Via
427 Patton Street, Room 304
Danville, VA 24541

1.0 General Conditions

1.1 Intent:

The City of Danville is seeking expressions of interest from consulting engineering firms who wish to be considered to provide professional engineering services for: Citywide On-Call Construction Engineering and Inspection Contract providing construction engineering inspection services under a Fixed Billable Rate Contract. Each contract will be for a one (1) year contract period with four (4) optional one-year renewable terms. The proposed one-year contract will have a maximum compensation not to exceed \$500,000.00 and each one-year renewable term will have a maximum compensation not to exceed \$500,000.00 per term. This limit is the maximum allowed by state law and does not reflect actual planned usage. The City expects to utilize approximately \$25,000 - \$75,000 per year; however, the contract will be on-call and actual needs may vary

Any questions concerning this RFP should be directed to J. Gary Via (434) 799-6528 option 4. Technical questions should be directed to Christopher Franks, Project Engineer, 434.799.5019 ext 2537 or e-mail chris.franks@danvilleva.gov with a copy to purchasing@danvilleva.gov.

1.2 Code Compliance

This procurement process is governed by the "Procurement Code of the City of Danville, Virginia". Copies of the Procurement Code may be obtained by writing the City of

Danville, Purchasing Department, PO Box 3300, Danville, Virginia 24543. Firms organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Virginia Title 13.1 or Title 50 or as otherwise required by law. A Firm organized or authorized to transact business in the Commonwealth pursuant to Virginia Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Compliance with federal, state, and local laws and federal immigration law: The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

1.3 Equal Opportunity

During the performance of this contract, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees or applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Vendor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.
- c. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.
- d. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this article.
- e. The Vendor will otherwise comply with all other applicable provisions of local, State, and Federal law.

1.4 The City of Danville does not discriminate against faith-based organizations.

1.5 Drug Free Work Place

During the performance of this contract, the Vendor agrees to:

- a. Provide a drug-free workplace for the Vendor's employees.

- b. 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.
- c. State in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace.
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispersion, possession or use of any controlled substance or marijuana during the performance of the contract.

1.6 Proposals Binding Ninety (90) days

Unless otherwise specified all formal proposals submitted shall be binding for ninety (90) calendar days following closing date unless extended by mutual consent by both parties.

1.9 Permits

The Vendor shall, at his own expense, secure any business or professional licenses, permits, or fees required by the City of Danville or Commonwealth of Virginia.

2.0 Codes & Standards

- 2.1 The Vendor, its officers, agents, employees, and any subcontractors, in the performance of this Agreement shall comply with all applicable statutes and laws of the United States and the Commonwealth of Virginia, the Charter and ordinances of the City of Danville, and the applicable rules and regulations of the agencies of each.

3.0 Scope of Services-

SEE ATTACHED REQUEST FOR PROPOSAL "ON-CALL ENGINEERING AND INSPECTION SERVICES" as prepared by City of Danville Office of City Engineer.

4.0 Vendor's Relationship to the City

4.1 Subcontracting

Vendor may subcontract services to be performed hereunder with the prior approval of the City, which approval shall not be unreasonably withheld. No such approval will be construed as making the City a part of, or to, such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Vendor of its liability and obligation under this Contract; and despite any such subcontracting the City shall deal through the Vendor, and subcontractors will be dealt with as representatives of the Vendor.

Payments to subcontractors: The Firm shall take one of the two following actions within seven days after receipt of amounts paid to the Firm by the City of Danville for work performed by the subcontractor.

- Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
- Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

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

The Firm shall pay interest to the subcontractor on all amounts owed by the Firm that remain unpaid after seven days following receipt by the Firm of payment from the City of Danville for work performed by the subcontractor, except for amounts withheld as allowed.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The Firm shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A Firm'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 City of Danville. 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.

4.2 Novation

The Vendor shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Vendor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools and equipment.

5.0 Responsibilities of the City

- 5.1 The City designates Brian Dunevant; City Engineer to act as its representative with respect to the services to be rendered under any subsequent Agreements. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the Vendor's services for the project.
- 5.2 Shall assist the Vendor by placing at his disposal all available information pertinent to the project.
- 5.3 Guarantee access to and make all provisions for the Vendor to enter upon public and private property as required for the Vendor to perform his services under this agreement.
- 5.4 Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- 5.5 Give prompt written notice to the Vendor whenever the City observes or otherwise becomes aware of any development that affects the scope of Vendor's services.

6.0 Insurance/Indemnification

- 6.1 The Vendor, prior to commencing work, shall provide at his own expense, the following insurance to the City of Danville evidenced by certificates of insurance. Each certificate shall require that notice be given, thirty (30) days prior to cancellation of material change in the policies, to the Director of Purchasing.
 - a. Workers Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the Contract, Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in

work on the project under this Contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work.

- b. **Comprehensive General Liability Insurance:** The Contractor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the City of Danville and its officers, agents and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on completed operations. The comprehensive general liability insurance shall provide the following:

- Comprehensive
- Professional Liability
- Premises – Operational
- Products/Completed Operations Hazard
- Contractual Insurance
- Independent Contractor and Subcontractor
- Broad Form Property Damage
- Personal Injury

- c. **Automobile liability insurance** with minimum combined single limits of \$500,000.00 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:

- Owned Vehicles
- Non-owned Vehicles
- Hired Vehicles

- d. **Umbrella Policy:** At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage herein required. However, any such umbrella policy must have minimum coverage limits of \$2,000,000.00.

6.2 The Vendor shall be solely responsible and liable for the accuracy and completeness of all work performed hereunder and hereby agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions, suits and proceedings arising out of, based upon or caused by the negligent acts, omissions or errors of, or the infringement of any copyright or patent, by the Vendor, its officers, agents, employees or subcontractors, in the performance of this Agreement. The approval or acceptance by the City of any work performed by the Vendor, its officers, agents, employees or subcontractors, under this Agreement, or any part of such work, shall neither constitute nor be deemed a release from the responsibility or liability of the Vendor, its officers, agents, employees or subcontractors, for the accuracy, completeness, timeliness, and competency thereof, or negligence with respect thereto, nor shall such approval or acceptance constitute or be deemed an assumption by the City of the responsibility and liability for the accuracy, completeness or competency of such work, or any negligence in the performance thereof.

7.0 Award Procedures

As outlined in the attachment

8.0 Proposals (4 copies required)

As outlined in the attachment

REQUEST FOR PROPOSAL

ON-CALL

CONSTRUCTION ENGINEERING & INSPECTION

SERVICES

FOR

THE CITY OF DANVILLE



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1. GENERAL

The City of Danville is seeking expressions of interest from consulting engineering firms who wish to be considered to provide professional engineering services for:

Citywide On-Call Construction Engineering and Inspection Contract providing construction engineering inspection services under a Fixed Billable Rate Contract. Each contract will be for a one (1) year contract period with four (4) optional one-year renewable terms. The proposed one-year contract will have a maximum compensation not to exceed \$500,000.00 and each one-year renewable term will have a maximum compensation not to exceed \$500,000.00 per term. This limit is the maximum allowed by state law and does not reflect actual planned usage. The City expects to utilize approximately \$25,000 - \$75,000 per year; however, the contract will be on-call and actual needs may vary.

This Request for Proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services.

The City reserves the right to award multiple contracts to more than one qualified offeror as a result of this Request for Proposal. The contracts will be negotiated and awarded in accordance with the procedure set forth in the current Manual for the Procurement & Management of Professional Services at the time of advertisement and the City of Danville's Standard Requirements and Instructions for Bidding, Version 2.0, dated April 2, 2015.

The City reserves the right to alter the project delivery method at any time during the contract period. The City will notify the consultant of such decision, revise the scope of services, and negotiate a fair and reasonable fee as appropriate. The change will be implemented utilizing an additional task order or supplemental agreement based on the contract type.

The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the City to do so.

2. SCOPE

Project inspection will require one (1) Construction Inspection Coordinator*, one (1) Construction Manager* and up to four (4) inspectors during peak construction operations consisting of one (1) Construction Inspector Senior, two (2) Construction Inspectors, and one (1) Construction Inspector Trainee. These positions may be used as seen fit by the consultant and as agreed upon by the City to fit the needs of each project or task order assigned and may not necessarily be used all at once.

Additional requirements include one (1) Responsible Charge Engineer, one (1) Administrative Assistant, and Engineering Support (identified by and at the discretion of the City during the contract period).

The City's Responsible Charge Engineer will be the City Engineer or his designee. The City requests that a qualified Responsible Charge Engineer be provided by the consultant and will serve in an advisory capacity to the City Engineer on an as-needed basis. The Construction Manager may have Responsible Charge Engineer qualifications which will serve for the Responsible Charge Engineer role. Any project decisions will be made solely by the City except as delegated to the consultant.

*** Indicates Key Personnel**

All personnel shall be knowledgeable of roadway and bridge construction, road and bridge specifications and standards and computer based construction management systems.

All procurement related questions or information should be directed to J. Gary Via, Purchasing Director at (434)-799-6528 or by email at purchasing@danvilleva.gov.

3. STAFF FUNCTIONS, FEATURES OF WORK and KNOWLEDGE, SKILLS, AND ABILITIES

Construction Inspection Coordinator

Construction Inspection Coordinator Function: To coordinate inspection assignments with City staff.

Construction Inspection Coordinator Features of Work: Coordinates the entire inspection contract with the City. Submits invoice in a manner suitable for input into the City's financial system. Assumes responsibility for the performance, training, and actions of the consultant inspection staff.

Construction Inspection Coordinator Knowledge, Skills, and Abilities: The coordinator is expected to have 3 years of experience in the coordination of inspection staffs on a statewide, regional or district wide basis for any transportation agency or local government. Experience shall include staff scheduling and the handling of multiple priorities; knowledge of staff capabilities and ability to match the inspector staff to assigned task orders; demonstrating general knowledge of the duties and responsibilities of an inspector.

Construction Manager

Construction Manager Function: To manage the assigned elements of a construction project to assure quality of the contractor's compliance with the plans and contract documents, manage project personnel staffing, project inspection, and contract administration under the direction of the Area Construction Engineers.

Construction Manager Features of Work: Manages assigned project elements which may involve structures, roadways, and other transportation facilities. Duties include analyzing and interpreting project plans and specifications to ensure project constructability; identifies design errors and constructability issues for the City; determines impact (time and cost) for both the City and contractor; interprets unclear contract language; work order time impact analysis, maintain and report contractor's daily production rates, prepare independent detailed construction estimates; makes recommendations for partial and final contractor payments, monitors project budgets and recommends any needed adjustments to the City Engineer or Project Manager; supervises and manages inspection personnel and makes recommendations on project staffing; writes project management correspondence, and approves or rejects recommendations made by project inspectors. Recommends resolution of field construction problems and recommends design changes; performs analysis and prepares work orders, seeks input from City departments, the public, and all other parties necessary to meet contract schedules and requirements.

The Construction Manager will not be responsible for the following: Conducting pre-construction conferences, utility coordination meetings, construction progress meetings and other types of conferences. These will be coordinated by the City.

Construction Manager Knowledge, Skills, and Abilities: Construction Manager is expected to have 10 years of experience in the management of roadway construction projects. Considerable knowledge of roadway, structure, traffic engineering, construction methods, procedures, practices, plans, specifications, and contracts; materials used and performance, environmental, legal, and safety responsibilities related to construction of transportation facilities; working knowledge of the VDOT Road and Bridge Specifications, Road and Bridge Standards, Construction Manual, and Inspector Manual; and knowledge in the use of electronic data processing equipment and contract management software. Skill in the use of survey, nuclear density, and materials testing equipment. Ability to supervise and manage employee work groups. Ability to interpret roadway plans, specifications, and contracts. Ability to prepare technical, financial, administrative, and explanatory correspondence. Ability to effectively interpret the City's intents and needs and adjust inspection staff requirements as required. Prior VDOT experience in Construction Management, project delivery or other similar capacity preferred.

Recognition as a Certified Construction Manager through the Construction Management Association of America (CMAA) or similar Construction Manager Certification is preferred.

Construction Inspector Senior

Construction Inspector Senior Functions: The inspector senior monitors and performs all types of inspection work on complex and routine highway projects or acts as a specialist and advisor to other inspectors on certain phases of work requiring specialized talent and experience. Assignments are of an independent nature and include responsibility for inspecting and monitoring the inspection work of any type and size of projects. The inspector senior is responsible for assigning and assisting inspectors in a manner that all phases of work will be given adequate inspection. Supervision is received from the Construction Manager or City Engineer by periodic visits and/or reviews of records and reports. The inspector's authority is limited in that changes to the plans and specifications requested or recommended must be reviewed and approved by a responsible charge engineer to whom the authority has been delegated.

Construction Inspection Senior Features of Work:

- Inspects all phases of work on a project and advises the contractor's superintendent or other representatives of necessary action to ensure conformance with plans, specifications, and the contract.
- Inspects grading projects, paving projects, demolitions projects, special design bridge projects, signal projects, signing projects, coating projects, utility projects, other special projects as assigned.
- Reviews the performance of assistant inspectors, daily advising of necessary corrective actions to ensure teamwork, partnering and project success. Answers questions from assistant inspectors and the contractor concerning contract requirements and application. Reviews and/or prepares daily reports for preparation of entries to the project diary, as-built plans, materials books, and work books. Prepares and checks construction project construction reports and monthly project estimates. Makes necessary correction and forwards them to the Project Manager.
- Performs occasionally any and all duties of an assistant inspector when required by volume of work.
- Is proficient in the use of routine survey equipment and is able to check grades, verify stakeouts (grading, and bridge stakeouts). Is able to read and interpret highway construction plans and specifications.
- Performs detailed constructability and bidability reviews as requested.

In addition to the duties noted for Construction Inspector, the Construction Inspector Senior monitors contractor's operations to ensure compliance with contract terms and specifications. Independently coordinates and directs all phases of construction inspection of projects, which are typically complicated by extensive traffic control, sensitive to the public or environmentally challenging, or require significant project coordination with property owners, utility companies, or local/federal government representatives. Verifies lines, grades dimensions, and elevations using survey and field engineering equipment. Coordinates and schedules various phases of construction with the prime contractor and agency personnel; reviews and monitors contractors' plan of operation; and advises contractors of violations and recommends adjustments to operations. Recommends changes to construction plans to meet field conditions; makes field measurements of pay items and conducts materials testing; checks equipment; maintains and reviews comprehensive project records including daily diaries, materials notebooks, as-built plans, pay quantity records, progress schedules, work orders, and monthly estimates; and is aware of Civil Rights requirements. The

Construction Inspector Senior aids in the development of work orders, investigations, and analysis of Notices of Intent, and provides On the Job Training for Construction Inspectors and Construction Inspector Trainees. Proven ability to work at heights, and within confined spaces with the required training for these activities is also required.

This position requires frequent contact with engineers and City personnel to discuss and resolve field construction issues and to obtain technical guidance in specialty areas of engineering and inspections. These positions also require frequent external contact with contractor personnel to schedule and coordinate project inspection and resolve problems; with local government and law enforcement agencies to explain work under construction and coordinate traffic control; with suppliers to monitor receipt of materials; with utility companies to coordinate relocation and installation; and with the public to provide information and resolve issues.

Construction Inspector Senior Knowledge, Skills, and Abilities:

The Construction Inspector Senior is expected to have six years of experience including knowledge of roadway, structure, and bridge construction methods, materials, standards and specifications. Working knowledge of state and federal safety, environment, and EEO/DBE guidelines and regulations; and of mathematics including algebra, geometry, and trigonometry. Working skill in operating computer equipment, software programs (including but not limited to working in a Microsoft Windows environment, Microsoft Office; familiarity with SiteManager and other VDOT software is preferred or other currently utilized project management software) and read and interpret roadway, bridge, and structure plans and contract specifications; apply mathematical formulas and engineering principles to determine field adjustments; maintain detailed reports; perform required materials testing; and communicate effectively with agency and contractor personnel and the general public.

It is anticipated that the City will require Inspector Senior positions with various combinations of the following certifications throughout the life of this contract. The specific certifications required for a given task order will be identified by the City at the time the task order is assigned:

Certification	Issuing Agency
Soil and Aggregate Compaction	VDOT or NICET LEVEL II*
Asphalt Field Level I & II	VDOT
Hydraulic Cement Concrete Field	VDOT or NICET LEVEL II*
Pavement Marking	VDOT
Slurry Surfacing	VDOT
Surface Treatment	VDOT
Flagger Certification	VDOT
Certification for Erosion and Sediment Control Inspection	Virginia DEQ
Stormwater Management (Inspector) Certification****	Virginia DEQ
Nuclear Gauge Safety Training	NRC*** Recognized Provider
Intermediate Work Zone Traffic Control	VDOT Approved Provider
10 Hour OSHA Safety Training	OSHA
GRIT (Guardrail Certification)	VDOT

Table 1 – Construction Inspection Staff Certification Requirements

Construction Inspector

Construction Inspector Functions:

The Construction Inspector inspects all phases of construction on highway construction and maintenance projects under the supervision of senior inspectors, construction project managers, or other supervisory personnel. The Construction Inspector, on occasion, will also be the inspector in charge of various construction and maintenance

contracts. The inspector shall have the ability to independently inspect routine highway construction phases for maintenance, bridge, and roadway construction projects. Assignments are of an independent or support nature depending the scope or complexity of the project and are made by the City Engineer or Project Manager on a case by case basis. The work is distinguished from the trainee level by the requirement to act and make decisions independently for routine project issues and to foster partnering relationships with contractors, the general public, or other project stakeholders. Training and supervision of trainees may also be responsibilities of this position.

The Construction Inspector will monitor the work of contractors to ensure quality control and contractor compliance of moderate complexity and generally be under the direct supervision of senior inspectors, construction managers, or supervisory personnel. Considerable freedom of action is allowed and specific instructions are required only as result of the changes of the plans and specifications, non-performance by a contractor or questions raised by the inspector.

- Inspects assigned phases of work on a project to make official contact with contractor superintendent and other representatives to ensure conformance to plans, specifications, and other contract documents
- Frequently checks lines, grades, dimensions of roadways and structures with an engineer's level and other survey equipment and advises contractor of any discrepancies
- Checks methods of construction where specific methods are stated and requires action to correct any variances and methods employed
- Ensures that highways work zones and traffic control setups are in accordance with current standards
- Prepares and reviews daily inspector reports for preparation of entries into project diaries, has a working knowledge of VDOT Materials requirements and is able to properly document materials in the Materials Notebook as well as other test reports for materials.
- Records and monitors material received showing quantities estimated to be required in quantities received, used, and tested
- Checks materials and material documents to make sure that they have been tested or performs routine physical tests and analyzes samples of materials on the job
- Assist in constructability and bidability reviews
- Monitors project budget
- Assist in contractor's monthly evaluations

Construction Inspector Knowledge, Skills, and Abilities

The inspector is expected to have three years of inspection experience including a working knowledge of roadway, structure, and bridge construction methods, materials, standards, construction symbols and terminology; state and federal environmental, safety, and Equal Employment Opportunity guidelines and regulations; and of mathematics including algebra, geometry, and trigonometry. Inspectors shall be skilled in operating computer equipment, software programs and field inspection equipment. Ability to read and interpret roadway, structure and bridge plans and specification; apply mathematical formulas and engineering principles to determine minor adjustments to construction plans; maintain detailed records; perform required materials testing and communicates with the City and contractor personnel and the general public.

It is anticipated that the City will require Construction Inspector positions with various combinations of the certifications listed previously in Table 1 throughout the life of this contract. The specific certifications required for a given task order will be identified by the City at the time the task order is assigned.

Construction Inspector Trainee

Inspector Trainee Functions:

The inspector trainee performs daily assigned inspection tasks in a training capacity preparatory to assuming the duties of an inspector. The assignments follow a plan of on-the-job and classroom training established by the employer for the primary purpose of providing experience to inspection personnel for future highway construction and maintenance projects. The work includes measuring, testing and checking materials, methods, and installations to ensure conformance by the contractor with the plans, specifications, and contract document. Supervisory control is intensive initially, but progressively decreases as knowledge of work increases.

Inspector Trainee Features of Work:

- Inspects excavations, drainage structures, road surfaces, and structures to compare the work performed to plans and specifications, conferring frequently with higher level inspectors or engineering personnel to clarify or interpret details.
- Checks elevation against reference points using levels or other survey equipment. Prepares routine reports and records involving the application of basic geometric and trigonometric principles. Learns the use of level and survey instruments
- Prepares a daily inspector report, which includes the details of the contractor's work activities and list locations of work, materials, equipment and labor forces used.
- Becomes familiar with plans, specifications, standards, and related material when not occupied with regular assignments and whenever so directed by higher level inspectors or supervisory personnel.
- Advises contractors, supervisory personnel of necessary actions to conform to the plans and specification.
- Assist in preparing project records and forming reports
- Ensures self, project staff, and contractor staff operates in a safe and effective manner and is also aware of environmental regulations and provides customer service to the traveling public, adjacent property owners, and other project stakeholders.

Inspector Trainee Knowledge, Skills, and Abilities:

Inspector trainees will generally be a high school graduate with proven written, oral, and math skills (algebra and geometry), able to interpret and apply written specifications. Understands the general nature of construction and contracting and is able to communicate effectively. Has computer skills and is proficient in the use of Microsoft Office Application, Email, and Internet.

Basic Material Certifications:

Inspector trainee initially is not required to have any material certifications; however, in the employer's training plan, there shall be a two-year program outlined for the inspector trainee to obtain the basic material certifications to include:

- Asphalt Field
- Soils and Aggregate Field
- Nuclear Density
- Safety (OSHA)
- ACI/VDOT Concrete Field
- DCR Erosion and Sediment Control Inspector Level
- Pavement Markings
- Guard Rail Installation (GRIT)
- Flagger Certification
- Work Zone Traffic Control – Intermediate Level

Responsible Charge Engineer

Responsible Charge Engineer Function: To lead and guide Construction Managers, Inspection staff and Contract consultants in administering construction and maintenance contracts and managing projects in the transportation construction engineering industry. The Responsible Charge Engineer shall not function in a dual role as the Construction Inspector Coordinator or Construction Manager.

Responsible Charge Engineer Features of Work: Works in an advisory role to the City Engineering staff on matters deemed worthy of a second opinion and lends interpretation to unclear contract plans and specifications.

Responsible Charge Engineer Knowledge Skills and Abilities: The Responsible Charge Engineer shall be a Virginia Registered Professional Engineer having 10 years of direct experience in managing complex construction projects. Requires comprehensive knowledge of transportation engineering construction principles/practices; quality assurance and control methods; civil engineering and regulatory/legal constraints. Must have demonstrated skill in delivering complex transportation projects in a transportation engineering/construction industry; communicate effectively both orally/writing with various stakeholders/constituents; leading construction/engineering staff; and implementing change management. Ability to apply advance engineering planning and project scheduling principles to a variety of complex projects; conduct constructability reviews and demonstrated skill in performing cost analysis and in timely resolution of field issues by partnering to achieve cost effective solutions; develop contract language

to meet customer needs; oversee multiple projects; interpret contracts, plans and specs and resolve disputes in a timely manner; and research, identify and implement solutions for construction problems on program wide basis.

Administrative Assistant

Administrative Assistant Functions: To provide administrative support to the members of the Construction Team.

Administrative Assistant Features of Work: Provides overall management of a timely project filing system to include setup, maintenance, and close-out, receiving, recording and distributing all incoming mail and correspondence, submittals, RFI's, etc. Prepares reports and other correspondence in an accurate and timely manner. Assists Inspectors with timesheets, construction management computer systems, office supplies and administrative support. Maintains a status log for time sensitive materials assuring that deadlines are met. Manages office to ensure adequate office supplies are in stock, answers phones, and directs calls to the appropriate person. Assists with Invoice preparation and assembly.

Administrative Assistant Knowledge, Skills, and Abilities: The Administrative Assistant is expected to have a basic knowledge of the construction submittal process and skill in the use of computers to include word processing, spreadsheet, and construction management software. Ability to keep meeting minutes and action logs, distribute minutes and request feedback. Ability to track items requiring action and maintain status logs of these items. Ability to multitask and manage administrative duties in a professional, timely and accurate manner.

Engineering Support Staff

Engineering Support Staff Function: To provide support to City staff in the analysis and review in the areas of, but not limited to, constructability/bidability review/analysis, shop drawings, schedule review and notice of intent and claims analysis, as requested by the City Engineer

Engineering Support Staff Features of the Work: Provides consultation, investigations, evaluations, and written documentation in the areas of, but not limited to, constructability/bidability review, shop drawings, schedule review and notice of intent analysis, as requested by the Area Construction Engineer.

Engineering Support Staff Knowledge, Skills, and Abilities: The Engineering Support Staff shall be under the supervision of a Virginia registered Professional Engineer having 10 years of experience in the practice of engineering defined as where the principles and methods of engineering are applied to, but not necessarily limited to: consultation, investigation, evaluation, planning and design of public or private utilities, structures, machines, equipment, processes, principles/practices, highway design project management, highway processes/practices. Engineering Support Staff shall have experience with the practical application of engineering procedures in roadway design/construction.

4. MATERIALS SAMPLING AND TESTING

The consultant firm shall provide material testing equipment. The cost of these items should be included in the overhead cost to the consultant and will not be billable to the City as a direct cost expense. This equipment will remain the property of the Consultant and shall be removed at completion of the work. The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documentation available to the City for verification, upon request. The Consultant's handling of nuclear gauges shall be in compliance with their license.

The material testing equipment shall include but not be limited to; soil/aggregate compaction kit, including: speedy moisture kit, one-point proctor mold, hammer, gas stove, pans and spoons, scales, 10' straight edge, sand cone device; slump cone; air meters, non-contact thermometer and 4' level. Any testing device that will be used for acceptance/rejection of materials will need evidence of calibration as recommended by the manufacturer. All hand tools necessary for inspection services shall also be supplied by the consultant.

5. CONFLICT OF INTEREST

The change in a project delivery method for this contract may result in a potential conflict of interest for the consultant and any of its team members. As such, the scope of services and their role may be revised and redefined to meet the project need as identified by the City. The consultant and its team members may not be allowed to participate in ANY subsequent contracts (design and/or construction) related to this project. The Conflict of Interest determination will be made in accordance with Virginia Department of Transportation policy. The policy is available at: <http://www.virginiadot.org/business/resources/LocDes/IIM-APD-2.pdf>

6. EXPRESSION OF INTEREST (EOI)

1. The Expression of Interest shall be organized in the following order:

- Transmittal letter
- Table of Contents
- Understanding of Scope of Work
- Response to RFP Expression of Interest Items 2-14
- Team Organization Chart
- GSA Form 255 – one combined for the project team
- GSA Form 254 – one for each firm
- A table or matrix containing the requested information in item 14
- Full size copies of SCC and DPOR supporting registration/licensing documentation for each firm (including that of each pertinent branch office)
- Full size copies of DPOR registration certificate for the Key Personnel
- Firm Data Sheet
- Certification Regarding Debarment form
- DBE Commitment and Confirmation Letter (if applicable) or documentation of good faith efforts.

* GSA Form 255 and GSA Form 254 are no longer supported by the Federal Government. However, the City is still requiring consultants to use these forms for procurements per VDOT policy. Copies of the forms can be found on the VDOT website: <http://www.virginiadot.org/business/gpmps.asp>

2. Furnish four copies of current GSA Forms 254 for each firm involved and four copies of one combined GSA Form 255 for the project team. The GSA Form 255 must specify the number of personnel by discipline for each office where the work is to be performed. In Section 4 of GSA Form 255, list only the full time employees assigned to the office(s) at the time of this submission. Section 8 of GSA Form 255 is limited to one page with not more than 10 projects total (prime and subconsultants combined) on the one page and should primarily list experience of offices to be primarily used and of the people shown in the organizational chart. If the experience shown is for a branch office other than those which are planned to use for this work, it should be clearly indicated as such. More detailed descriptions for Section 8b may be expanded into Section 10. In Section 9 of GSA Form 255, references to "Federal agencies" are to be replaced by "Virginia Department of Transportation or transportation agencies of other states."
3. If more than one firm will participate in the contract, state the type of arrangement between the firms, the names and addresses of all firms, description of the work that each firm will perform, and the percentage of work to be performed by each in Section 5 and 6 of GSA Form 255. Indicate office locations at which the work will be performed. A one page organizational chart showing all firms involved and key personnel assignments and responsibilities is required to be included.
4. With the exception of Construction Inspector Trainees, indicate in Section 7 of GSA Form 255, personnel who will be assigned to this project, their proposed assignment and give the experience record of each. Team members who are not currently employed by the firm under which they are proposed shall have a signed commitment letter (See Attachment "A") attached to their resume, demonstrating their commitment to the firm under which they are proposed should the team be awarded the inspection contract. Indicate each expected VDOT Certification, DCR and DEQ Certification, and the expiration date of each. Other

pertinent certifications should also be listed. Each Resume shall be limited to one page per person with a font no less than 10 point. For evaluation purposes, one resume must be submitted equal to 50% of the number of inspectors requested per classification by the Scope of Services, excluding trainees. In section 10 of GSA Form 255 the consultant should detail his plan to assure the City that the inspection staff submitted for evaluation will be available for the inspection services requested by the RFP. This information should be provided in the introduction or opening information found on the first page of Section 10. In addition resumes must be provided for each additional position and engineering function requested, unless the consultant proposes that one engineer provides multiple engineering functions.

Furthermore, all individuals identified as Key Personnel in the EOI shall remain on the Consultant's Team for the duration of the procurement process and, if the consultant is awarded a contract, the duration of the contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to the City's Project Manager for approval, who, at his/her sole discretion, will determine whether to authorize a change. Unauthorized changes to the Consultant's Team at any time during the procurement process may result in elimination of the Consultant's Team from further consideration.

5. Section 10 of GSA Form 255 is limited to a maximum of ten pages. This section should describe the organization of the proposed project staff indicating the role of each by individual. If subconsultants are proposed, the role of each subconsultant should be discussed. It should also include statements that are responsive to the attached Consultant Short List Score Sheet that will be used to evaluate your submission. This is the ONLY section of the submission which may include pictures or graphics (included in the ten page limit). List any computer and CADD equipment and any specialized computer software packages that you may use for this contract.
6. It is the policy of the Virginia Department of Transportation and the City that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.dmbc.state.va.us/>) under the DBE Directory of Certified Vendors. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications.

In accordance with the Governor's Executive Order No. 33, the Virginia Department of Transportation also requires a utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of state funded consultant contracts. A list of Virginia Department of Minority Business Enterprise (DMBE) certified SWaM firms is maintained on the DMBE web site (<http://www.dmbc.state.va.us/>) under the SWaM Vendor Directory link. Consultants are encouraged to take all necessary and reasonable steps to ensure that SWaM firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider SWaM firms as potential subconsultants. The consultant is encouraged to contact SWaM firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a SWaM firm whereby the SWaM firm promises not to provide services to other consultants is prohibited.

49 CFR Part 26 requires VDOT (and therefore the City) to collect certain data about firms attempting to participate in state and federally-funded contracts. This data must be provided on the enclosed Firm Data Sheet.

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

Any DBE or SWaM firm must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If DBE or SWaM firm is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE or SWaM subconsultants. DBE or SWaM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE or SWaM credit will be awarded only for work actually being performed by

them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM percentages only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

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

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

There is no DBE goal for this procurement; however, firms are encouraged to utilize DBE subconsultants where possible. Firms shall submit with their EOI either commitment letters from DBE firms or documentation of good faith efforts to be evaluated by the City of Danville and/or VDOT. EOIs without this information will be considered incomplete and subject to rejection. Should funding sources set a DBE goal for professional services, the selected consultant shall subcontract with DBE firms to meet the goal or submit good faith efforts documentation.

Firms with documented, planned utilization of DBE subcontractors for this contract shall receive full credit for the evaluation criteria.

Firms without documented, planned utilization of DBE subcontractors for this contract shall receive no credit for the evaluation criteria.

7. A VDOT "Present Workload with the Department form" is not required as it will not be considered for scoring purposes. Please indicate in EOI Response to Items 2-14 a summary of current projects with VDOT or the City of Danville which demonstrate experience with this type of work.
8. Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly.

Affiliate - Any business entity which is closely associated to another business entity so that one entity controls or has the power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms which are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers serving are not considered affiliates.

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

9. In two (2) pages or fewer, provide information that will indicate your firm's ability to respond quickly to task assignments, be able to handle multiple tasks concurrently, and be able to complete task on accelerated schedules. The schedule will be identified when the task is assigned.
10. In two (2) pages or fewer, please emphasize your qualifications in the following areas: Construction Engineering Inspection Services.
11. A project approach discussion is neither required nor desired for this project.
12. Please indicate, by executing and returning the attached Certification Regarding Debarment forms, if your firm, subconsultant, subcontractor, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of Federal or State funds:
 - Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
 - Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years.
 - Does have a proposed debarment pending; or has been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Any of the above conditions will not necessarily result in denial of award, but it will be considered in determining offeror responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in Federal criminal prosecution or administrative sanctions.

13. If the prime consultant or subconsultant does not have the in-house capability to provide non- professional services, each with an estimated cost of \$5,000 or greater, such as diving services, soil drilling, sampling services or laboratory testing, these services must be subcontracted in accordance with State procurement procedures once a contract is executed, with no DBE or SWaM credit in the selection of the most qualified firm or team. Clearly indicate these services in the EOI.
14. Each business entity (prime and subconsultants) on the proposed team who is practicing or offering to practice professional services in Virginia, including, but not limited to, those practicing or offering to practice engineering, surveying, hydrologic and hydraulic analysis, geotechnical analysis and landscape architecture, should provide evidence including full size copies of appropriate commercial professional registrations and licenses for all main and branch offices proposed for this Project, as well as providing full size copies of appropriate individual registrations/licenses for those professional occupations per the requirements listed below. The EOI should convey the requested information for each regulant by the use of a concise table or matrix. (All full size copies of State Corporation Commission (SCC) and Department of Professional and Regulation (DPOR) supporting registration documentations should be included in the EOI and will not be counted towards page restriction):
 - The SCC registration detailing the name, registration number, type of corporation and status of the business entity.
 - For this Project/Contract, the DPOR registration information for each office practicing or offering to practice any professional services in Virginia: Provide the business name, address, registration type, registration number, expiration date.
 - For this Project/Contract, the DPOR license information for each of your Key Personnel practicing or offering to practice professional services in Virginia: Provide the name, the address, type, the registration number, and the expiration date. Provide the office location where each of the Key Personnel is offering to practice professional services.
 - For this Project/Contract, the DPOR license information for those services not regulated by the Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers, and

Landscape Architects (i.e. real estate appraisal): the business name, the address, the registration type, the registration number, and the expiration date.

Failure to comply with the law with regard to those requirements in Virginia (whether federal or state) at the time of the EOI submittal regarding your organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, individual, or professional in nature may render your EOI submittal(s), in the sole and reasonable discretion of the City, non-responsive and in that event your EOI submittal(s) may be returned without any consideration or evaluation.

7. ADMINISTRATIVE

1. **Prior to the time of submittal of the EOI, all business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission (A Business Registration Guide is available on the Internet at <http://www.state.va.us/scc/division/clk/brg.htm>). 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.state.va.us/dpor>), Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board). Board regulations require that all branch offices of professional corporations and business entities located in Virginia, which offer or render any professional services relating to the professions regulated by the Board shall be registered as separate branch office with the Board. All offices, including branches, which offer or render any professional service, must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at that office. All firms involved that are to provide professional services must meet these criteria prior to submitting an Expression of Interest to the City. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.**
2. **The City 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.**
3. **The method of payment will be actual costs for each project assignment based on fixed billable rates. For purpose of determining the fixed billable rates, an overhead rate shall be established in compliance with cost principles contained in the Federal Acquisition Regulations (FAR) of Part 31 of Title 48 of the Code of Federal Regulations. The overhead rate shall be established by an audit by a cognizant government agency or independent CPA firm. The City has established a base hourly rate not to exceed \$32.37 for the classification of Inspector Coordinator, \$29.43 for the classification of Inspector Senior, \$24.01 for the classification of Regular Inspector, and \$19.73 for the classification of Inspector Trainee. The average hourly rates per classification are determined by adding all base labor rates within the classification and dividing by the total number of employees in the classification and then limiting them to the base hourly rates established above, if required. If the City modifies the established base hourly rates shown above, prior to execution of a memorandum of agreement with the selected firm, the firm will be permitted to use the modified base hourly rates in their fee proposal.**
4. **All firms submitting Expressions of Interest (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." All architectural or engineering firms selected for a project (prime consultants, joint ventures and subconsultants) must submit their FAR audit data along with a Contractor Cost Certification for indirect cost rates required by FHWA order 4470.1A dated October 27, 2010 to the City within 10 work days of being notified of their selection, whereby an official of an architectural or engineering firm shall certify that the indirect cost rate submitted does not include any costs which are expressly unallowable and that the indirect cost rate was established only with allowable costs in**

accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48CFR31. An example Contractor Cost Certification is available for architectural or engineering firm's use on VDOT website at <http://www.virginiadot.org/business/gpmps.asp>. Should any firm on the consultant team fail to submit the required audit data and certification within the 10 work days, negotiations may be terminated by the City and the next most qualified team invited to submit a proposal.

5. **Records Exclusion from Public Disclosure:** Pursuant to the provisions of §2.2-3705.6 (22) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Inspector General of the Virginia Department of Transportation for the purpose of an audit, special investigation, or any study requested by the Inspector General's Office in accordance with law may, subject to a determination by the Inspector General as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Inspector General to identify data or records that may be subject to this exclusion from disclosure under FOIA the private or nongovernmental entity shall, in accord with procedures adopted by the Inspector General, make a written request to the Inspector General of the Virginia Department of Transportation:
- invoking such exclusion upon submission of the data or other materials for which protection is sought;
 - identifying with specificity the data or other materials for which protection is sought; and stating the reasons why protection is necessary.

The Inspector General of the Virginia Department of Transportation shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial records of the private entity. The Virginia Department of Transportation shall make a written determination of the nature and scope of the protection to be afforded by it. Notwithstanding the foregoing, Contractor's failure to comply with the requirements stated herein and procedures established by the Inspector General for seeking an exclusion pursuant to §2.2-3705.6 (22) of the Code of Virginia shall result in a denial of the exclusion. Requests for exclusion that are submitted after data or other materials for which protection is sought have been submitted will be denied.

If litigation directly or indirectly results from or arises out of a granted exemption, the contractor will be responsible for all litigation costs incurred by contractor, VDOT, and the City associated with such litigation. In no event shall the Virginia Department of Transportation, the City, or either of its officers, employees or agents be liable to the contractor as a result of any disclosure of records or data collected by the Department, the City, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Inspector General's Office or the City, whether or not the Inspector General has determined that the requested exclusion from disclosure under FOIA is necessary to protect the trade secrets or financial records of the private entity, and in no event shall the Virginia Department of Transportation, the City, or its officers, employees, or agents be liable to the contractor for any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.

6. **Submittals shall be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. Please do not duplicate information furnished in the GSA Form 254 or 255 elsewhere in the submittal. All information must be submitted in QUADRUPPLICATE and received no later than 5:00 p.m. on April 10, 2018. In addition, one CD-rom containing a single cohesive electronic (Adobe PDF) copy of the EOI shall be submitted with the original, signed EOI. Responses received after this time will not be considered.**
- All deliveries shall be made to the following address:

City of Danville
Purchasing Department

Room 312
427 Patton Street
Danville, VA 24541
Attention: J. Gary Via

Interviews for shortlisted firms may be conducted either in person or by telephone with reviewers. The City reserves the right to waive the interview process at its sole discretion.

7. The City 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 City. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.
8. The City 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.
9. Any offeror who desires to protest the award of a contract shall submit such protest in writing to the City no later than ten (10) days after the award.
10. The City does not participate in any electronic procurement websites (such as eVA). Electronic or emailed submissions will not be accepted.
11. The required services may involve the handling of Critical Infrastructure Information/Sensitive Security Information (CII/SSI) material. Firm(s) handling CII/SSI material will be required to sign non-disclosure agreements. Individuals with the firm(s) that handle CII/SSI material will be required to sign non-disclosure agreements. Should the situation arise that an assigned project is deemed to involve CII/SSI material, steps will be taken in accordance with VDOT practices to obtain necessary background checks; however, this is not anticipated at this time.

8. FIRM DATA SHEET

Funding: F/S (S=State F=Federal)
 Division: Public Works Engineering
 EOI Due Date: April 10,2018

Project No.: 17-18-075

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data may result in the Expression of Interest not being considered.

Firm's Name, Address and DBE and/or SWAM Certification Number	Firm's DBE or SWaM Status *	Firm's Age	Firm's Annual Gross Receipts

- YD = DBE Firm Certified by DMBE**
- N = DBE or SWaM Firm Not Certified by DMBE**
- NA = Firm Not Claiming DBE or SWaM Status**
- YS = SWaM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business.
DMBE is the Virginia Department of Minority Business Enterprise**

**9. CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS**

(To be completed by a Prime Consultant)

Project: _____

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

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

Signature	Date	Title
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Name of Firm

**10. CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS**

(To be completed by a Sub-consultant)

Project: _____

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**

- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.**

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

Signature

Date

Title

Name of Firm

CONSULTANT SHORT LIST SCORE SHEET – FEDERALLY / STATE FUNDED PROJECT (FOR PROFESSIONAL SERVICES)

DIVISION: PUBLIC WORKS ENGINEERING DIVISION

EOI NO.: _____

PROJECT: ON-CALL CEI SERVICES CONTRACT

FIRM: _____

DESCRIPTION: _____

SUBS: _____

DATE: _____

	NUMERICAL VALUE				AVG.	WEIGHT	WEIGHTED EVALUATION
FIRM/TEAM'S EXPERIENCE IN SIMILAR TYPE OF SERVICES (Expertise, experience and qualifications of team in providing services as related to the scope of services) (0=least, 10=most)	0-10					30%	
PERSONNEL'S EXPERIENCE IN SIMILAR TYPE OF SERVICES (Expertise, experience and qualifications of team in providing services as related to the scope of services) (0=least, 10=most)	0-10					40%	
QUALIFICATIONS OF CONSULTANT INSPECTOR COORDINATOR (Expertise, experience and qualifications in Inspection)	0-10					5%	
ORGANIZATIONAL CAPABILITY (Ability to complete work in a timely manner, size of firm(s) relative to size of project, proposed project staff resources) (0=least, 10=most)	0-10					20%	
PROPOSED DBE PARTICIPATION (See Item 6 for details on scoring criteria)	0 or 10					5%	
						TOTAL	

In determining the final short list, the top ranked firms and their sub-consultants will have their references checked.

**ATTACHMENT
"A"
Employment
Commitment
Letter**

Date:

To: Firm Name: Address:

Reference – Employment Commitment For

This letter is my commitment to your firm that should your firm become successful in obtaining a contract for construction inspection with the City of Danville I will be available to begin employment upon execution of the referenced inspection services contract.

Signed: _____ Date: _____

Printed Name: _____