RFP NO.: 19-27/CLP
REQUEST FOR PROPOSALS

CONSTRUCTION ENGINEERING INSPECTION & RELATED SERVICES

Issued: October 16, 2018

ISSUING OFFICE:
Consolidated Procurement Division
1 Franklin Street, Suite 345
Hampton, Virginia 23669
Telephone: (757) 727-2200
FAX: (757) 727-2207

Procurement Officer: Carla Potter, Senior Buyer
Pre-Proposal Questions Due by: Tuesday, October 30, 2018 at 3:30 pm EST
Proposals Due: November 13, 2018 at 3:00 pm EST

THIS IS NOT AN ORDER

All inquiries for information regarding this Request for Proposals are to be directed to the Issuing Office.

Attention of Offeror is directed to Sections 2.2-4367 to 2.2-4377 Code of Virginia (Ethics in Public Contracting).

The City of Hampton Public Works Department (hereafter referred to as "the City"), the Hampton City Public Schools (hereafter referred to as "HCS"), and the Economic Development Authority of the City of Hampton, Virginia (hereafter referred to as "EDA") reserves the right to accept or reject any and all proposals in whole or in part and waives any informality in the competitive negotiation process. The City, HCS, and the EDA will be collectively referred to as the "Solicitor." Further, the Solicitor reserves the right to enter into any contract deemed to be in its best interest. The entire contents of the Request for Proposals, and addenda, offeror's proposal and negotiated changes shall be incorporated by reference into any resulting contract.

SEALED PROPOSALS will be received in the Issuing Office above until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office. The Solicitor of Hampton is not responsible for late delivery by the United States Postal Service or any other courier.

The City reserves the right to accept or reject any and all proposals in whole or in part and waives any informality in the competitive negotiation process. Further, the City reserves the right to enter into any contract deemed to be in its best interest. The entire contents of the Request for Proposals, and addenda, offeror's proposal and negotiated changes shall be incorporated by reference into any resulting contract.

NO IDEMNIFICATION. The Solicitor cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract/agreement/lease or holding the contractor harmless. The submission of a bid or proposal constitutes an agreement by the contractor not to request such language in the resulting contract. In compliance with this solicitation and to all the conditions imposed herein, the undersigned agrees to perform any contract awarded as a result of this solicitation. The following section shall be signed by an agent authorized to bind the company. Failure to execute this portion may result in proposal rejection.

The CITY, HCS, & the EDA DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

AUTHORIZED AGENT:_____ _____

Signature Type or Print Name

_____ _____ _____

Email Address Telephone FAX

Company FEIN/FIN#_____

TABLE OF CONTENTS

Section ..... **Page**

I. PURPOSE 1
II. BACKGROUND
III. GENERAL SCOPE OF WORK 2
IV. INDIVIDUAL TASK ORDERS / PROJECT SPECIFIC SCOPE
V. PROPOSAL CONTENT INSTRUCTIONS 4
- A. State & Federal Contract & Proposal Development
- B. State Registration & Certificate of Authority
- C. Task Order/Project Schedule Requirements
- D. Preparation of Proposals
- E. Proposal Submittal Requirements
  - i. Understanding of Scope of Work
  - ii. Qualifications
  - iii. Resources
  - iv. Team Organizational Chart
  - v. Individual Firm Organizational Chart
  - vi. Key Personnel Functions, Features of Work and Knowledge, Skills and Abilities
  - vii. Key Personnel License/Registration
  - viii. Specialized Software
  - ix. Firm License(s) & Registration(s)
  - x. Affiliated Company Disclosure
  - xi. Anti-Collusion/Non-Discrimination Requirements
    1. Anti-Collusion/Non-Discrimination Form
  - xii. Certification Regarding Debarment Requirements
    1. Certification of Prime Consultant Form
    2. Certification of Sub-Consultant Form
  - xiii. DBE or SWaM Commitment Letter
  - xiv. Firm Data Sheet Requirements
    1. Firm Data Sheet Form
  - xv. Present Workload w/Solicitor
    1. Present Workload w/City Form

F. Presentation/Demonstration
G. Year 2000 Compliant (and Enablement) Warranty
H. Non-Professional Subconsulting
I. Award Announcement
J. eVA Business-to-Government Vendor Registration
K. DBE or SWaM Vendors
L. DBE or SWaM Goals
M. DBE Good Faith Effort
VI. EVALUATION AND SELECTION.....31
A. Selection Criteria
1. Consultant Short List Score Sheet
B. Procurement Schedule
C. Contact with City/The Solicitor's Staff, Representatives, and/or Agents
D. Offerors of Record
E. Questions
F. Changes or Modifications
G. RFP Closing
H. Solicitation Disclaimer
I. Project Delivery Method
J. RFP Reserved Rights
VII. GENERAL TERMS AND CONDITIONS.....35
1. Contract Document
2. Proprietary Information/Non-Disclosure
3. Ownership
4. Contract Modification(s) and Administrator
5. Notice of Award
6. Notices
7. Multiple Consultant Selection
8. Disposition of Proposals
9. Offeror Obligation
10. Conditions of Work
11. Sub-Consultants Use
12. Sub-Consultants Payment
13. Non-Assignment

14. Antitrust
15. Hold Harmless/Indemnification
16. Environmental Considerations
17. Title VI of the Civil Rights Act
18. Federal Immigration Reform and Control Act
19. Non-Discrimination
20. Compliance With All Laws
21. Applicable Law
22. Venue
23. Severability
24. Method of Payment / Reimbursement of Expenses
25. Payment Terms
26. Non-Appropriation of Funds
27. Tax Exemption
28. Special Educational or Promotional Discounts
29. Warranty/Guarantee
30. Claims for Extra Compensation
31. Contractual Disputes
32. Audits
33. Non-Exclusivity
34. Unauthorized Disclosure of Information
35. Insurance Terms and Conditions
36. Non-Performance
37. Termination Without Cause
38. Termination With Cause/Breach
39. Breach of Contract
40. Copyright/Patent Indemnity
41. Cooperative Procurement
42. Conflict Of Interest

VIII. USDOT 1050.2A – APPENDIX A 49

IX. USDOT 1050.2A – APPENDIX E 50

I. PURPOSE

To procure an on-call professional engineering services Contract from qualified consultants to provide Construction Engineering Inspection (CEI) and related services. This is for various Solicitor projects on an "as needed" basis for either City, State, and/or Federally funded projects.

II. BACKGROUND

Hampton, Virginia

The City of Hampton is an independent locality situated in the heart of Hampton Roads, Virginia, on the southern end of the Peninsula, on the Chesapeake Bay. According to the United States Census Bureau, the city has a total area of 136.2 mile; 51.8 miles of it is land and 84.4 miles of it is water, with a total population of approximately 140,000.

Hampton is part of the dynamic metropolitan region, including 5 other cities with a population greater than 100,000 each and a regional population of more than 1.5 million and annual growth rate of 1.2% from 1990 to 2000. Hampton Roads is the 31st largest MSA in the nation. Its effective buying power (EBI) according to Sales, Marketing, and Management is more than $20.8 billion.

The City is served by two airports: the Norfolk International Airport, on the southside in Norfolk, and the Newport News/Williamsburg International Airport, on the Peninsula in Newport News.

Hampton has a strong military and technology presence. Langley Air Force Base is home of the First Fighter Wing. NASA Langley Research Center, where America's first astronauts were trained is now a major center for aviation research. Technology centers of employment include companies such as Sverdrup, Howmet Corporation, Computer Science Corporation and Nextel Communications. Hampton is also home to Thomas Nelson Community College and Hampton University.

Hampton Public Schools

Based on the Virginia Department of Education's 2014 March Average Daily Membership report, Hampton City Schools (HCS) is the fourteenth largest school division in the Commonwealth with 20,226 students. HCS is an urban school system educating children in 18 Elementary Schools (including 2 fundamental schools, 1 magnet school and 1 school for the arts), 2 PK-8 Schools, 5 Middle Schools, 4 High Schools, 1 Gifted Center and 1 Early Childhood Center. A listing of HCS and its locations may be accessed via the Hampton City Schools official website at http://www.hampton.k12.va.us/. The Solicitor and Hampton Solicitor Schools entered into an agreement dated July 5, 1991 to establish a consolidated procurement office through which the City provides procurement services to Hampton City Schools.

Economic Development Authority

The EDA is a public subdivision of the Commonwealth of Virginia created pursuant to the Code of Virginia § 15.2-4900 et seq., as amended, and Hampton City Code § 2-280 et seq., as

amended. The purposes of the EDA include: (1) acquisition, ownership, leasing and disposing of properties; (2) making loans to and promoting industry; and (3) inducing manufacturing, industrial, governmental, nonprofit enterprises, commercial enterprises, and institutions of higher learning to locate or remain in the City. The EDA acquires goods and services pursuant to Hampton City Code § 2-320 et. seq., as amended.

III. GENERAL SCOPE OF SERVICES

A. Multiple Consultant Selection:
Competitive negotiations for architectural or professional engineering services contracts may result in awards to more than one offeror. The Solicitor anticipates awarding multiple contracts to **more than one** (1), but not to exceed **four (4)** qualified prime consultant firms as a result of this Request for Proposal and may select separate and/or multiple consultants for each service.

B. Contract Duration and Extension Option:
All contracts shall be valid for the initial term of **one (1)** year from the date of the contract execution, with the Solicitor's option to renew **four (4)** additional **one (1)** year terms, with the annual rate adjustments allowed.

C. Contract Amount:
The sum of all projects performed in a **one**-year contract term under this RFP shall not exceed **$500 Thousand**. Actual Contract Amount is awarded on an on-call, project/task order basis. For each identified task, the selected consultant shall identify the scope of work and prepare a proposal for providing the required service. Negotiations on scope of work/fees shall be conducted through the Solicitor and a purchase order will be assured by the Solicitor for all the work, calculated according to the hourly rates per the consultant's contract.

The Solicitor will issue a task order along with a purchase order to execute the work.

This Request for Proposal does not commit the Solicitor 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.

IV. INDIVIDUAL TASK ORDERS / PROJECT ASSIGNMENT SCOPE OF WORK

Upon award of a contract, the successful firm(s) will be requested to perform services throughout the term of the contract. A firm scope of services will be negotiated for each assignment with the firm(s) selected solely by the Solicitor as best suited for that specific project.

Project assignments shall be on an on-call, as-needed basis. The right is reserved at all times to perform work in-house or to award large projects on a separate competitive negotiation basis in accordance with the Virginia Public Procurement Act (Code of Virginia §§ 2.2-4300 through 2.2-4377)and the current edition of the DGS Construction & Professional Services Manual. at the time of RFP advertisement. The DGS Manual only applies where required by the UCI program for locally administered projects or as stated otherwise.

The primary purpose of this RFP is Construction Engineering Inspection for roadway projects, although may be used for other contracts needed within the City that are non-roadway related. Please refer to the previous and current CIPs for examples of the types of projects this work will be used on.

Work awarded by this RFP shall be by individual project assignment including, but not be limited to, the following (Responders should include their understanding of Local, Regional, State, and Federal requirements & capability of delivering these with their response to the RFP):

A. CN Permit Monitoring
B. Construction Advertisement Specification Development
C. Materials Testing
D. Quality Assurance Plan Development & Management
E. On-site Inspection of project construction such as Roadway, Traffic, Lighting
F. Environmental Inspections such as Erosion & Sediment Control, Reports, & Documents
G. Vibration Monitoring
H. As-built Plans
I. Other related design and inspection related work
J. Materials Sampling and Testing
    a) 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 Solicitor as a direct cost expense, with the exception of the nuclear gauge which shall be provided 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 Solicitor for verification, upon request. The Consultant's handling of nuclear gauges shall be in compliance with their license.
    b) 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.

The Consultant shall furnish all materials, labor, tools, supplies, equipment, transportation and all incidentals necessary for the expeditious completion of the work.

There is no guarantee that any or all of the services described in this scope will be assigned during the term of this agreement. Further, the Solicitor is procuring these services on a non-exclusive basis. The Solicitor, at its option, may elect to have any of the services set forth herein performed by other consultants. If requested, the consultant shall draw experts on an as-needed basis.

This work shall be accomplished utilizing computerized design and drafting systems compatible with the **Solicitor’s** automated design, drafting, and record systems: ArcView and AutoCAD.

Projects under this on-call contract will be developed utilizing the more stringent of FHWA and VDOT's requirements for federally funded projects as applicable, VDOT's policies and procedures for state funded projects, and the Solicitor's guidelines and requirements when not superseded by applicable federal and state requirements.

V. PROPOSAL CONTENT INSTRUCTIONS

A. State & Federal Contract & Proposal Development: This proposal will be developed utilizing VDOT's policies and procedures and FHWA's guidelines. The contracts will be negotiated and awarded in accordance with the procedure set forth in the current VDOT Manual for the Procurement & Management of Professional Services at the time of advertisement.

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

C. Task Order/Project Schedule Requirements: Time is of the essence in this Contract for task delivery. Consultant expressly acknowledges that in the performance of its obligations, the Solicitor is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Consultant and may sustain substantial losses by reason of untimely performances.

D. Preparation of Proposals: Offerors are encouraged to be thorough in addressing the **Specific Requirements** (all requirements of the Solicitor stated in the entirety of the RFP document), the **Preparation Guidelines** (all requirements of the Solicitor related to preparation of the proposal stated in Section V of the RFP, Proposal Content Instructions), and the **Proposal Submittal Requirements** as outlined in this RFP when presenting their proposals. 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. Please do not duplicate information furnished in the submittal. Double sided copies are preferred but not required.

It is recommended the Offeror provide a Table of Contents, number all pages of its proposal, and provide tabs, as appropriate, to facilitate the Solicitor's evaluation of Offeror's proposal.

E. Proposal Submittal Requirements:
Consultants interested in providing the Solicitor with professional services of this nature should submit **five** (**5) hard copies** AND **one (1) digital copy** of the proposal package to the Consolidated Procurement Office by the deadline identified in this document. Each submission copy must include:

1) Understanding of Scope of Work – The Offeror should provide a brief discussion demonstrating their general understanding, experience, and capability of their key personnel providing services and deliverables from:
    i. A project phase approach (i.e. what submittals would apply for VDOT Locally Administered Projects and the Urban Construction Initiative Program). For the purposes of this Proposal, the phases of a project consist of the following:
        1. Preliminary Engineering (PE)
        2. Right-of-Way (RW)
        3. Construction (CN)
    ii. A Task Orders approach (i.e. how T.O.s are processed throughout the duration of the project under this contract.
2) Qualifications – The Offeror should provide a brief description of their general understanding, experience, qualifications, and capability of their key personnel providing services and deliverables from:
    i. Each "Individual Task Order/Project Assignment" scope specializations that your team is proposing to be considered for (i.e. Examples of your work. Types to include are listed in Section IV)
    ii. DBE/EEO and VDOT/FHWA documentation requirements:

3) Resources – provide information that will indicate your firm's ability to provide timely responses to requests for task order proposals and to provide the resources necessary to meet probable task order completion schedules.

4) Team organizational chart – For multi-firm teams, include one (1) Multi-Firm "Team" Org Chart showing all firms (the Prime Consultant and all Sub-Consultants proposed to be assigned to the Solicitor throughout the entire life of the contract), their general role, and the team leader of each firm in the Offeror's team that is proposed to be assigned to the Solicitor project(s) in response to this RFP. If no sub-consultants will being included/utilized in your Proposal please make a note that this item is "Not Applicable".

5) Individual firm organizational chart - with the name(s) of All key personnel assigned to the Solicitor's projects with the role of each individual by firm (1 for each consultant,

Prime and every sub-consultant) to be included in the Offeror's team. Also, identify the Consultant's team manager assigned to the Solicitor for each firm.

6) Key Personnel Functions, Features of Work and Knowledge, Skills and Abilities,& Certifications – for each member of the team that will be assigned to the Solicitor project(s) under this proposal with descriptions of the special skills or experiences that they will contribute to the proposed work, including examples of previous projects of a similar nature applicable to the nature of the proposal, and any DPOR, DCR, or other related certifications or licenses held.

All individuals identified as Key Personnel in the RFP and Proposal 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. Furthermore, the individual identified as Key Personnel under this section shall remain onsite at all times for the duration of the contract at the direction of the Solicitor's Project Manager. 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. If the consultant is awarded a contract, unauthorized changes to any individuals identified as Key Personnel in the RFP and Proposal, may be considered a breach of contract and result in termination.

Typical CEI Personnel & associated knowledge, skills & certification requirements include:

i. Construction Manager: 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 Solicitor's Engineer.
    1. Features of the 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 for the Solicitor; determines impact for both the Solicitor 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 Solicitor's Engineer; supervises and manages inspection personnel and makes recommendations on project staffing. Conduct pre-construction conference, utility coordination meetings, construction progress meetings and other types of conferences; writes project management correspondence, and approves or rejects recommendations made by project inspectors. Recommends resolution of field construction problems recommends design changes; performs analysis and prepares work orders, seeks input from the project controls group regarding the schedule/cost impact and works with the project design group, materials, environmental, traffic engineering right of way,

the public and all other parties necessary to meet contract schedules and requirements.

2. Knowledge Skills and Abilities: Construction Manager is expected to have ten (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. Recognition as a Certified Construction Manager through the Construction Management Association of America (CMAA) or similar Construction Manager Certification is preferred.

ii. Senior Construction Inspector: 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 Solicitor's Engineer by periodic visits and review 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.

1. Features of Work:
    a. Inspects all phases of work on a project and advises the contractor superintendent or other representatives of necessary action to ensure conformance with plans, specifications, and the contract.
    b. Inspects grading projects, paving projects, demolitions projects, special design bridge projects, signal projects, signing projects, coating projects, utility projects, other special projects as assigned.
    c. 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 Solicitor's Engineer.

d. Performs occasionally any and all duties of an assistant inspector when required by volume of work
e. 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.
f. Performs detailed constructability and bidability reviews.
g. 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 condition; makes field measurements of pay items and conducts materials testing; checks equipment; maintains and review 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 Proven ability to work at heights, and within confined spaces with the required training for these activities.
h. This position requires frequent contact with engineers and agency 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.

2. Knowledge, Skills and Abilities: The Construction Inspector Senior is expected to have six (6) 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, 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 Solicitor 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 Solicitor 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	Department of Conservation & Recreation (DCR)
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

* The Solicitor recognizes NICET Level II Certifications in Soils and Concrete.
*** Nuclear Regulatory Commission

iii. Construction Inspector: The Highway 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 Highway 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 Solicitor's Engineer 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 Highway 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.

1. Features of Work:
    a. 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.
    b. Frequently checks lines, grades, dimensions of roadways and structures with an engineer's level and other survey equipment and advises contractor of any discrepancies.
    c. Checks methods of construction where specific methods are stated and requires action to correct any variances and methods employed.
    d. Ensures that highways work zones and traffic control setups are in accordance with current standards.
    e. Prepares and reviews daily inspector reports for preparation of entries into project diaries as a working knowledge of SiteManager and is able to properly document materials in the Materials Notebook as well as other test reports for materials.
    f. Records or monitors recording material received showing quantities estimated to be required in quantities received used and tested
    g. Checks materials and material documents to make sure that they have been tested or performs routine physical test and analyze sample material on the job, sends additional samples to the VDOT, or other testing laboratories for verification of results in coordination with VDOT's Materials Division Memorandum and VDOT's Materials Engineer.
    h. Assist in constructability and bidability reviews
    i. Monitors project budget
    j. Assist in contractor's monthly evaluations
2. 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 agency and contractor personnel and

the general public.

It is anticipated that the Solicitor will require Construction Inspector 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 Solicitor 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	Department of Conservation & Recreation (DCR)
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

* The Solicitor recognizes NICET Level II Certifications in Soils and Concrete.
*** Nuclear Regulatory Commission

iv. Responsible Charge Engineer: 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.

1. Features of Work: Manages a wide range of construction projects of varying complexity related to roadways, structures, and drainage, and also manages environmental issues. Responsible for management of all aspects of construction/maintenance contracts which are in compliance with safety standards, built with quality in a cost effective and timely manner and in compliance with state and federal standards.
2. Knowledge Skills and Abilities: The Responsible Charge Engineer shall be a Virginia licensed P.E. having ten (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.

v. Environmental Compliance Inspector: To provide support to the Solicitor's staff by ensuring all environmental commitments are implemented in compliance with (including but not limited to) the National Environmental Policy Act, Section 4(f) of the Transportation Act of 1966, Section 106 of the National Historic Preservation Act, the Clean Water Act, the Federal Endangered Species Act, the Endangered Plant and Species Act (Code of Virginia), the Endangered Species Law (Code of Virginia), all other applicable Federal and State environmental laws and regulations, and the VDOT's Road and Bridge Specifications/Standards. The position shall also facilitate the resolution of compliance issues with appropriate parties.
    1. Minimum Education: Bachelor of Science in environmental studies or related fields such as environmental science, environmental engineering (ABET), biology/ecology, geological sciences, hydrology, forestry/horticulture, soil sciences from an accredited program
    2. Professional Registration/Certifications: DEQ Erosion and Sediment Control Inspector Certification and OSHA-compliant HAZWOPER training. Degree/Experience/Registration substitution: Master's Degree and three (3) years of experience along with the certifications listed above.

vi. Administrative Assistant: To provide administrative support to the members of the Construction Team.
    1. Features of the 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. Takes pre-construction meeting minutes and distributes them in a timely manner as well as takes minutes of other project meetings. 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.
    2. 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.

vii. Engineering Support Staff: To provide support to the Solicitor's 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 Solicitor's Engineer.
   1. 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 Solicitor's Engineer.
   2. Knowledge Skills and Abilities: The Engineering Support Staff shall be under the supervision of a Virginia licensed P.E. having five (5) years of experience in the practice of engineering defined as where the principles and methods of engineering are applied to, but not necessary 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.

7) Key Personnel License/Registration – Full size copies of Commonwealth of Virginia DPOR registration certificate for all Key Personnel

8) Specialized Software – List of any computer and CADD equipment and any specialized computer software packages that you will use on the Solicitor's project(s) under this contract.

9) Firm License(s) & Registration(s) – Each business entity (prime and sub-consultants) 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 Proposal should convey the requested information for each regulant by the use of a concise table or matrix. (All full size copies of the Commonwealth of Virginia State Corporation Commission (SCC) and Department of Professional and Occupational Regulation (DPOR) supporting registration documentations should be included in the Proposal and will not be counted towards page restriction):
   i. The Commonwealth of Virginia SCC registration detailing the name, registration number, type of corporation and status of the business entity.
   ii. For this Project/Contract, the Commonwealth of Virginia DPOR registration information for each office practicing or offering to practice any professional services in Virginia: Provide the business name, address, registration type, registration number, expiration date.

iii. For this Project/Contract, the Commonwealth of Virginia DPOR license information for each of your Key Personnel practicing or offering to practice professional services in Virginia: Provide the name, the address, type, the registration number, and the expiration date. Provide the office location where each of the Key Personnel is offering to practice professional services.
iv. For this Project/Contract, the Commonwealth of Virginia DPOR license information for those services not regulated by the Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers, and Landscape Architects (e.g. 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 Proposal 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 Proposal submittal(s), in the sole and reasonable discretion of the Department, non-responsive and in that event your Proposal submittal(s) may be returned without any consideration or evaluation.

10) Affiliated Company Disclosure – 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.

An affiliate is 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 Proposal in response to this Request for Proposals (RFP). If more than one Proposal is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all Proposals submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one Proposals are submitted by an affiliate, or subsidiary company of an individual, partnership, Corporation, or any party of a Joint Venture, then all Proposals submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

11) Anti-collusion/Nondiscrimination/Drug-Free Workplace Requirements Form: The attached "Anti-collusion/Nondiscrimination Requirements" Form, on the next page of this RFP, shall be executed by Offeror and is to be submitted with Offeror's Proposal. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this RFP. A contract will not be awarded to an Offeror who has not signed the anti-collusion/ nondiscrimination statement.

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS FORM

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, SOLICITOR HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE INTERESTED IN, THIS PROPOSAL.

DRUG-FREE WORKPLACE:

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 SUCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH FEDERAL LAW, 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.

EMPLOYMENT DISCRIMINATION BY THE SUCESSFUL OFFEROR SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

   a THE OFFEROR, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE CONTRACTOR. 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, SHALL STATE THAT SUCH CONTRACTOR IS AN EQUAL OPPORTUNITY EMPLOYER.

   c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

2. 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.

NAME OF OFFEROR:

Authorized Signature_____ Date: _____

Printed Name:_____ Title:_____

Phone Number:_____ Fax Number:_____

Email Address:_____

Federal Tax Identification Number/Social Security Number: _____

Is Offeror a "minority" business? □ Yes □ No If yes, please indicate the "minority" classification below:

□ African American □ Hispanic American □ American Indian □ Eskimo □ Asian American □ Aleut □ Other; Please Explain:

Is Offeror Woman Owned? □ Yes □ No

Is Offeror a Small Business? □ Yes □ No

Is Offeror a Faith-Based Organization? □ Yes □ No

12) Certification Regarding Debarment form(s) (All Primes and Subs) – Please indicate, by executing and returning the attached Certification Regarding Debarment forms, if your firm, sub-consultant, subcontractor, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of this contract:
    - 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.

    All firms shall complete and include the following completed forms:
    - Certification Regarding Debarment – Primary Covered Transactions (Prime Consultant)
    - Certification Regarding Debarment - Lower Tier Covered Transactions (Sub-Consultant)

CERTIFICATION REGARDING DEBARMENT of Prime Consultant

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

Project/On-Call RFP: 19-27/CLP

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

_____ _____ _____

Signature Date Title

_____

Name of Firm

CERTIFICATION REGARDING DEBARMENT of Sub-Consultant

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

Project/On-Call RFP: 19-27/CLP

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

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

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

_____	_____	_____
Signature	Date	Title

_____
Name of Firm

13) DBE or SWaM Commitment and Confirmation Letter (if applicable) – Clearly indicate which services qualify for DBE or SWaM in the Proposal

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

FIRM DATA SHEET

Funding: ___ (S=State F=Federal)

Project No.: 19-27/CLP
Division: _____
Proposal Due Date: _____

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all sub-consultants. 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 Small Business and Supplier Diversity

15) Present Workload with Solicitor Form (Attached for use) If any firms involved with this submission currently have work with the City, indicate the projects, division managing the projects, the amount of outstanding fee remaining, and the estimated date of completion. For limited services term contracts, include only the amount of all tasks orders executed or under negotiation. Also, include your estimated fees for pending supplemental agreements and any projects for which the firms have been selected, but have not executed an agreement. Work of affiliated and/or subsidiary companies is to be included. The outstanding workload of any Virginia Department of Small Business and Supplier Diversity certified DBE or SWaM prime or sub-consultant may be reduced up to $4 million and the remainder (>$0) shall be added to the team's total workload. When a DBE or SWaM firm graduates from the program, their workload incurred while a DBE or SWaM may be reduced up to $4 million for the next three years. All new work obtained after graduating from the program will be counted. Work being performed under the Public Private Transportation Act (PPTA) shall not be included. Work being performed as a prime, joint venture, or sub-consultant on a City of Hampton Design-Build project shall be included. The outstanding fee remaining is the maximum total compensation payable less the amount previously paid to date. Categories A, C, & D shall be submitted using the attached Present Workload with City form. Please carefully read the instructions on the Present Workload with City form.

PRESENT WORKLOAD WITH CITY
(List Amount of Each With the City by Division)

PROJECT NUMBER* AND CARDINAL CONTRACT ID NUMBER	CAT.	LEAD DIVISION	DATE OF ORIGINAL AGREEMENT	AMOUNT OF CONTRACT /TASK ORDERS ** ($)	LESS DBE/SWAM CREDIT	LESS SUB'S AMOUNT ($)	SUBTOTAL ($)	LESS FIRM'S APPROVED PAYMENT ($)	PLUS PENDING SUPPLEMENT or CONTRACT *** ($)	TOTAL REMAINING WORKLOAD ($)	SCHEDULED COMPLETION DATE
PRIME CONSULTANT											
TOTAL OF PRIME'S CONTRACTS											
SUBCONSULTANTS†											
TOTAL OF SUB'S CONTRACTS											
TOTAL REMAINING WORKLOAD											

* Projects include contracts under negotiation. For limited services term contracts, include the amount of all task orders executed or under negotiation.
Please list only those VDOT projects for the Category applicable to this procurement as specified in the RFP. Please include the Category Letter and all other pertinent information on the form. Only those projects in Category _A, C, & D_ are to be totaled and counted for Present Workload for this procurement.

Category A: Term Surveying and Utility Designation/Location Contracts.
Category B: Preliminary Engineering Contracts - includes transportation planning and environmental studies, utility relocation and design, and roadway and bridge design.
Category C: Construction Engineering Contracts - includes construction inspection, preparation of final estimates, and bridge and traffic structure safety inspection.
Category D: Operation and maintenance Contracts - includes operation and maintenance of traffic management systems.

** Amount of contract includes contingency and non-salary direct cost and all executed supplemental agreements.
*** Excluding Sub-consultants
Work being performed under the Public Private Transportation Act (PPTA) shall not be included. Professional services work being performed as a prime, joint venture, or sub-consultant on a VDOT Design-Build project shall be included.

† The outstanding workload in Category _A, C, & D_ of each DBE/SWAM prime and sub-consultant may be reduced up to $4M and the remainder (>$0) added to the team's total workload.
When DBE/SWAM firms graduate from the program, their workload incurred while a DBW/SWAM may be reduced up to $4M for the next three years. Any work obtained after graduating from the program will be counted.

F. Presentation/Demonstration: If in the Solicitor 's opinion, vendor presentations or demonstrations of the Offeror's proposed system's features and capabilities are warranted, the Solicitor will notify the appropriate vendors. Such presentation or demonstration will be at the Solicitor's site at a date and time mutually agreed to between the Solicitor and Offeror and will be at the Offeror's expense.

G. Year 2000 Compliant (and Enablement) Warranty: The consultant warrants that all software, firmware and hardware product(s) delivered to the Solicitor under any agreement, and which is used in accordance with the product documentation provided by the consultant, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date-change data from start to finish, including, but not limited to, twentieth, twenty-first centuries and leap year calculations.

Any product provided under the agreement discovered not to be Year 2000 compliant after acceptance shall be corrected by the consultant at no additional cost to the Solicitor. Failure to correct the deficiency shall subject the consultant to default action.

H. Non-Professional Subconsulting: 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 Proposal.

I. Award Announcement: Any offeror who desires to protest the award of a contract shall submit such protest in writing to the Solicitor no later than ten days after the announcement of the award. Public announcement of the award shall be posted on the Solicitor's Procurement Department's internet site.

J. eVA Business-to-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal (http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution through either eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. For more detail information regarding eVA, registrations, fee schedule, and transaction fee, use the website link: http://www.eva.state.va.us. All bidders or offerors must register in eVA; failure to register may result in the bid/proposal/expression of interest being rejected.

K. DBE (Disadvantaged Business Enterprises) and SWaM Vendors:

1) It is the policy of the Solicitor that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 and Small, Women, and Minority owned (SWaM) as defined in Code of Virginia §2.2-4310, shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of certified DBE firms is maintained on the Department of Small Business and Supplier Diversity's web site (www.sbsd.virginia.gov) under the **DBE Directory of Certified Vendors**. Consultants

are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited.

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

3) 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**.**

L. DBE (Federally Funded) or SWaM (State Funded) Goals:

1) The Solicitor believes that these services support **2.86%** MBE and **4.76%** WBE participation.

2) In accordance with the Governor's Executive Order No. 20, the Virginia Department of Transportation also requires a utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of state funded consultant contracts. A list of Virginia Department of Small Business and Supplier Diversity (DSBSD) certified SWaM firms is maintained on the DSBSD web site (http://www.dmbe.virginia.gov/) under the **SWaM Vendor Directory** link. Consultants are encouraged to take all necessary and reasonable steps to ensure that SWaM firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider SWaM firms as potential sub-consultants. 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.

3) If portions of the services are to be subcontracted to a SWaM, the following needs to be submitted with your Proposal and both must reference the project number(s) for the services:
    i. Written documentation of the prime's commitment to the SWaM firm to subcontract a portion of the services, a description of the services to be performed and the percent of participation.
    ii. Written confirmation from the SWaM firm that it is participating, including a description of the services to be performed and the percent of participation.

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

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

6) 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**.**

7) 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. The BOWD Center can be contacted at (804) 662-9555 or via email to BOWDCenter@vdot.virginia.gov.

M. GOOD FAITH EFFORT:

The Department will accept what consultants submit in their Proposal regarding good faith efforts. If a firm that has submitted good faith effort documentation makes the short list, the procuring Division Administrator (cannot be delegated unless he/she will be out of the office for more than five work days) along with a representative of the EO Division will determine if the good faith effort is acceptable.

When there is a contract goal, a consultant must make good faith efforts to meet it. The consultant can do so either through obtaining enough DBE participation to meet the goal or documenting the good faith efforts it made to do so. These means of meeting contract goal requirements are fully equivalent. 49 CFR Part 26 (the Rule) explicitly provides that the Department must not disregard showings of good faith efforts, and it gives consultants the right to have the Department reconsider a decision that their good faith efforts were insufficient. The Department is prohibited from denying a contract to a consultant simply because it did not obtain enough DBE participation to meet the goal. The Department must seriously consider consultants' documentation of good faith efforts. To make certain that consultants' showings are taken seriously, the Rule requires the Department to offer administrative reconsideration to consultants whose good faith efforts showings are initially rejected.

The Rule also ensures flexibility for consultants by requiring that any contract goal be waived entirely for a prime consultant that demonstrates that it made good faith efforts but was still unable to meet the goal.

When the Department sets a contract goal, the basic obligation of consultants is to make good faith efforts to meet it. They can demonstrate these efforts in either of two ways, which are equally valid. First, they can meet the goal, by documenting that they have obtained commitments for enough DBE participation to meet the goal. Second, even though they have not met the goal, they can document that they have made good faith efforts to do so. A refusal by the Department to accept valid showings of good faith is not acceptable under the Rule.

The Rule makes clear that the Department is not to use a "conclusive presumption" approach, in which the apparent successful consultant is summarily found to have failed to make good faith efforts simply because another consultant was able to meet the goal. However, the performance of other consultants in meeting the contract can be a relevant factor in a good faith effort determination, in more than one way. For example, when the apparent successful consultant fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful consultant could have met the goal. It does not, by itself, prove that the apparent successful consultant did not make a good faith effort to get DBE participation, however. On the other hand, if the apparent successful consultant fails to meet the goal, but meets or exceeds the average DBE participation obtained by other consultants, the Department may view this, in conjunction with other factors, as evidence of the apparent successful consultant having made good faith efforts.

The fact that some additional costs may be involved in finding and using DBEs is not in itself sufficient reason for a consultant's failure to meet a DBE contract goal, as long as such costs are reasonable.

If the Department determines that the apparent successful consultant has failed to meet the requirements of a good faith effort, the Department must, before awarding the contract, provide the consultant an opportunity for administrative reconsideration. The Department intends that the process be informal and timely. The Department will ensure that the process is completed within a brief period (e.g., 5-10 days) to minimize any potential delay in procurements. The consultant will have an opportunity to meet with the reconsideration official, but a formal hearing is not required. As part of this reconsideration, the consultant must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Department's decision on reconsideration will be made by an official who did not take part in the original determination that the consultant failed to meet the goal or make adequate good faith efforts to do so. The consultant must have the opportunity to meet in person with the reconsideration official to discuss the issues of whether it met the goal or made adequate good faith efforts to do so. The Department will send the consultant a written decision on reconsideration, explaining the basis for finding that the consultant did or did not meet the goal or make adequate good faith efforts to do so. The Department's reconsideration personnel consists of the Commissioner's DBE Review Panel.

It is up to the Department to make a fair and reasonable judgment whether a consultant that did not meet the goal made adequate good faith efforts. It is important for the Department to consider the quality, quantity, and intensity of the different kinds of efforts that the consultant has made. The efforts employed by the consultant should be those that one could reasonably expect a consultant to take if the consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. The Department's determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

If DBE is prime, they will be allowed to count toward goals the work they commit to performing with their own forces, as well as the work that they commit to be performed by DBE subcontractors. DBE consultants on prime contracts will be expected to make the same outreach efforts as other consultants.

When a DBE participates in a contract, the Department will count only the value of the work actually performed by the DBE toward DBE goals. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subconsultant is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function. If a DBE firm loses certification, its work no longer counts toward the DBE goal.

All consultants will be required to submit the following information to the Department with the Proposal:

- The names and addresses of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The percentage amount of the participation of each DBE firm participating;
- Written documentation of the prime consultant's commitment to use a DBE subconsultant whose participation it submits to meet a contract goal;
- Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and
- If the contract goal is not met, evidence of good faith efforts.

The Department has prepared a list based on Federal Regulations of some of the kinds of efforts that consultants may make in obtaining DBE participation. It is not intended to be a mandatory checklist. The Department does not require that a consultant do any one, or particular combination, of the things on the list, nor is the list intended to be exclusive or exhaustive; it merely offers examples. Other factors or types of efforts may be relevant in appropriate cases. In determining whether a consultant has made good faith efforts, it will usually be important for the Department to look not only at the different kinds of efforts that the Consultant has made, but also of the timeliness, quantity, and intensity of these efforts.

The Department offers the following examples of efforts that may be considered:

1) Soliciting through all reasonable and available means (e.g., attendance at project showings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The consultant must solicit this interest within sufficient time to allow the DBEs to participate effectively. The consultant must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces.
3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract.
4) (1) Negotiating in good faith with interested DBEs. It is the consultant's responsibility to make a portion of the work available to DBE subconsultants and suppliers and to select those portions of the work or material needs consistent with the available DBE subconsultants and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
    i. (2) A consultant using good business judgment would consider a number of factors in negotiating with subconsultants, including DBE subconsultants, and would take a firm's costs, qualifications and capabilities as well as contract goals

into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a consultant's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the consultant of the responsibility to make good faith efforts. Prime consultants are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations {for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the consultant's efforts to meet the project goal.
6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Consultant.
7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8) Effectively using the services of available minority community organizations; minority consultants' groups; local, state, and Federal minority business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE

VI. EVALUATION AND SELECTION

A. Selection Criteria: The process for procurement services as outlined in the Virginia Public Procurement Act shall be followed during the evaluation process. Representatives from Public Works Engineering and Consolidated Procurement constitute the selection committee. Responses will be evaluated primarily on the following basis:

   a. Responsiveness to Scope of Work and Proposal requirements.
   b. Consultant documented experience in projects of this nature.
   c. Documented experience of the specific personnel assigned to be assigned to the Solicitor's tasks.
   d. Record of the firm in accomplishing work on other projects with respect to such factors as the quality and adequacy of the work, resource allocations, ability to meet schedules, innovative approaches and cost control.
   e. Accessibility of the firm to and ability of key personnel to visit the project area to meet with Solicitor staff.

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

DIVISION: Public Works Engineering Proposal NO.: _____

PROJECT: _____ 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) (1=least, 10=most)		1-10					25%	
PERSONNEL'S EXPERIENCE IN SIMILAR TYPE OF SERVICES (Expertise, experience and qualifications of team in providing services as related to the scope of services) (1=least, 10=most)		1-10					40%	
QUALIFICATIONS OF PROJECT MANAGER (Expertise, experience and qualifications in project management as related to the scope of services) (1=least, 10=most)		1-10					5%	
ORGANIZATIONAL CAPABILITY (Ability to complete work in a timely manner, size of firm(s) relative to size of project, proposed project staff resources, proposed use of sub-consultants) (1=least, 10=most)		1-10					20%	
PRESENT WORKLOAD WITH CITY (Dollar value of present outstanding fee including estimated pending contracts under negotiation. For limited services term contracts, include the amount of all task orders executed or under negotiation. Work being performed under the Public Private Transportation Act (PPTA) shall not be included. Work being performed as a prime, joint venture or sub-consultant on a Design-Build project shall be included.) † (Only Category _A, C, & D_ workload is counted on this selection*)	Above $4,000,000 3,500,001-4,000,000 3,000,001-3,500,000 2,500,001-3,000,000 2,000,001–2,500,000 1,500,001-2,000,000 1,000,001-1,500,000 750,001-1,000,000 500,001-750,000 250,001-500,000 0-250,000	0 1 2 3 4 5 6 7 8 9 10					10%	
							TOTAL	

*CATEGORIES OF WORKLOAD:

- A - TERM SURVEYING AND UTILITY DESIGNATION/LOCATION CONTRACTS
- B - PRELIMINARY ENGINEERING CONTRACTS - includes transportation planning and environmental studies, utility relocation and design, and roadway and bridge design.
- C - CONSTRUCTION ENGINEERING CONTRACTS - includes construction inspection, preparation of final estimates, and bridge and traffic structure safety inspection.
- D - OPERATION AND MAINTENANCE CONTRACTS - includes operation and maintenance of traffic management systems.

† The outstanding workload of any certified DBE or SWaM prime and sub-consultant may be reduced up to $4M and the remainder (>$0) added to the team's total workload. When a DBE or SWaM firm graduates from the program, their workload incurred while a DBE or SWaM may be reduced up to $4M for the next three years. Any new work obtained after graduating from the program will be counted.

In determining the final short list, the top ranked firms and their sub-consultants will have their VDOT Consultant Performance Reports reviewed and/or references checked.

B. Procurement Schedule:
- RFP Advertisement – October 16, 2018
- Pre-Proposal Questions Due Date and Time – October 30, 2018 at 3:30 pm EST
- **Proposal Due Date and Time November 13, 2018 at 3:00pm EST**
- Short List Posting on Hampton's Procurement Website – NLT (TBD)
- Interviews/Technical Presentations – NLT (TBD)
- Final Consultant Selection(s) – NLT (TBD)
- Selected Consultant Pre-Award Documents Due – NLT (TBD)
- Completed Negotiations Agreement Due – NLT (TBD)
- Consultant Contract Signed – NLT (TBD)

C. Contact with Solicitor/The Solicitor Staff, Representatives, and/or Agents: Direct contact with Solicitor staff, representatives, and/or agents other than Consolidated Procurement Division staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent or designated representative.

D. Offerors of Record: Offerors receiving a copy of this RFP from a source other than the Issuing Office, must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number. Offeror will be added to the Solicitor's Plan holders' list and will receive notification of any addenda to the RFP.

E. Questions: Offerors must submit questions regarding the Request For Proposal in writing no later than the specified date and time, to:

City of Hampton
Consolidated Procurement Office
ATTN: Carla Potter, Senior Buyer
1 Franklin Street, Suite 345
Hampton VA 23669
Phone (757) 727-2000
Fax: (757) 727-2207
Email: CLPotter@Hampton.gov

Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

Offeror is responsible for checking the Hampton/bids-contracts web site or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

F. Changes or Modifications: Changes or modifications to this Request for Proposals made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this Request for Proposal. Oral communications are not a part of the Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

G. RFP Closing: Offeror shall ensure its Proposal is time stamped by the Issuing Office no later

than the Closing Date and Time shown on the cover page of this Information for Proposal. Proposals received after the specified date and time (time stamped 3:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

H. Solicitation Disclaimer: This solicitation does not commit the Solicitor to to award a contract, to pay any costs incurred by the Offeror or any other party in the preparation and/or submission of proposal(s) for this request, or in making necessary studies or designs for the preparation thereof, nor is the Solicitor obligated to procure or contract for such services.

I. Project Delivery Method: The Solicitor reserves the right to alter the project delivery method at any time during the contract period. The Solicitor will notify the consultant of such decision, revise the scope of services and respective man-hours. The change will be implemented utilizing an additional task order or supplemental agreement based on the contract type.

J. RFP Reserved Rights: The Solicitor 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 Solicitor to do so. This Request does not commit the Solicitor to provide any payment for costs associated with the preparation of proposals submitted in response to this Request for Proposal.

VII. GENERAL TERMS AND CONDITIONS

1. Contract Document:
   This RFP, its addenda, Consultant proposal(s), any additional information requested, and negotiated changes and will constitute the final contract hereafter referred to as this "contract". These documents will be incorporated by reference into the Solicitor's purchase order awarding this contract. This contract shall be governed by the contract documents in the following order of precedence: This RFP document; Any negotiated changes to the foregoing documents; and Offeror's proposal.

   Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120) calendar days after the scheduled closing date of this Request For Proposals.

2. Proprietary Information/Non-Disclosure:
   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 Solicitor 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:
   i. invoking such exclusion upon submission of the data or other materials for which protection is sought;
   ii. identifying with specificity the data or other materials for which protection is sought; and stating the reasons why protection is necessary.
   iii. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "**PROPRIETARY**".
   iv. The Solicitor reserves the right to submit such information to the Solicitor's attorney for concurrence of the Offeror's claim that it is in fact proprietary.
   v. References to the proprietary information may be made within the body of the Proposal; however, all information contained within the body of the Proposal shall be public information in accordance with State statutes.
   vi. Trade secrets or proprietary information submitted by an Offeror in conjunction with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
   vii. An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that Offeror's costs and/or Proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

   Information submitted that does not meet the above requirements will be considered public

information in accordance with the VFOIA.

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 Solicitor shall make a written determination of the nature and scope of the protection to be afforded by it. Notwithstanding the foregoing, Consultant'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 Consultant will be responsible for all litigation costs incurred by Consultant and/or Solicitor associated with such litigation. In no event shall the Solicitor or its officers, employees or agents be liable to the Consultant as a result of any disclosure of records or data collected by the Solicitor, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Inspector General's Office, 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 Solicitor, or its officers, employees, or agents be liable to the Consultant for any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.

3. Ownership: Consultant acknowledges that all services it provides under this Contract are provided as an independent consultant on a work-for-hire basis. All intellectual property rights and other proprietary rights in any work resulting from the performance of services under this Contract shall vest and be held in the name of the Solicitor.

4. Contract Modification(s):
Contract execution shall be the sole responsibility of the City Manager. After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by the Contract Administrator or his designee via issuance of a change order (purchase order). Contract Administrator will be:

McCord Newsome, P.E., Acting City Engineer
Public Works Engineering, City Hall, 4th Floor
22 Lincoln Street
Hampton, VA 23669
Phone: (757) 727-8404
Fax: (757) 727-6123
Email: MNewsome@Hampton.gov

5. Notice of Award:
Any contract resulting from this RFP will be publicly posted for inspection in the Consolidated Procurement Division, 1 Franklin Street, Suite 345, Hampton, Virginia.

6. Notices:
All notices, requests, demands, and elections under this contract, other than routine operational

communications, shall be in writing and shall be deemed to have been duly given on the date when hand delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) City business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

i. The Solicitor's Contract Administrator as designated in this RFP.
ii. The Consultant's Contract Administrator as defined in Consultant's Proposal.
iii. Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

7. Multiple Consultant Selection:
The Solicitor may select separate and/or multiple consultants for each service, at its option. At the Solicitor's sole discretion, the Solicitor may reject any or all proposals in whole or in part if such action is determined to be in the Solicitor's best interest. The Solicitor reserves the right to enter into any contract deemed to be in its best interest, including the award of this contract to more than one Consultant.

8. Disposition of Proposals:
All materials submitted in response to this RFP will become the property of the Solicitor. One (1) copy of each proposal will be retained for official files, will become a matter of public record after award of the contract, and will be open to public inspection subject to the Proprietary Information/Disclosure section of this RFP.

9. Offeror Obligation:
Offeror shall carefully examine the contents of this Request for Proposals and any subsequent addenda. Failure to do so shall not relieve the Consultant of its obligation to fulfill the requirements of any contract awarded as a result of this RFP.

10. Conditions of Work:
Offeror shall inform itself fully of the conditions relating to services required herein. Failure to do so will not relieve a Consultant of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract

11. Sub-Consultants Use:
If in its performance of this contract, Consultant supplies goods or services by or through another party or subconsultant, Consultant agrees that:

i. Consultant's use of Subconsultants and the work they are to perform must receive written approval from the Contract Administrator at least ten (10) calendar days prior to the work being performed. Consultant shall be solely responsible for all work performed and materials provided by Subconsultants. Consultant shall be responsible for the liability of Subconsultants for the types and limits required of the Consultant.
ii. Consultant shall act as the prime Consultant for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.

iii. Consultant represents and warrants that Consultant has made third parties or sub-consultants aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that the Solicitor is not liable to such third parties or subconsultants for any work performed under this contract.

iv. The use of subconsultants and the work they perform must receive the prior written approval of the Solicitor. The Solicitor will designate a Contract Administrator to approve such work.

v. Consultant shall be solely responsible for all work performed and materials provided by subconsultants.

vi. Consultant shall be responsible for the liability of Subconsultants for the types and limits required of the Consultant under this contract.

12. Sub-Consultant Payment: Consultant shall make payment to all subconsultants, as defined in the code, within seven (7) days after receipt of payment from the Solicitor; or shall notify the Solicitor and sub-consultants in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, Consultant shall pay interest at the rate of one (1) percent per month, unless otherwise provided, to the subcontractors on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. Consultant's obligation to pay an interest charge to a subconsultant pursuant to this section shall not be construed to be an obligation of the Solicitor. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

13. Non-Assignment:
Consultant shall not assign its rights and duties under this Agreement without the prior written consent of the Contract Administrator.

14. Antitrust:
Any perceived anti-trust violation will be reported to the State Attorney General for possible enforcement of anti-trust laws.

15. Hold Harmless/Indemnification:
    A. Professional Responsibility of Consultant
        i. Consultant agrees, for itself, its agents, servants, employees, subconsultants, and subconsultants, to perform all work hereunder or associated herewith in accordance with any and all applicable professional standards and in accordance with general industry practice and principles.
        ii. As to all matters of professional responsibility, Consultant agrees to indemnify and hold harmless the Solicitor and its agents, volunteers, servants, employees and officials from and against any and all liability, losses, reasonable attorney's fees and litigation expenses or other expenses suffered by any indemnified part or entity as the result of any claim to the extent it is found to have been caused by

the negligent acts, errors, or omissions of Consultant, or those for whom Consultant is legally liable.

iii. With the prior approval of the Solicitor, Consultant may assume the defense of any such professional liability claim(s) made against the Solicitor, its agents**,** volunteers, servants, employees or officials.

B. General Responsibility of Consultant

i. As to all matters of liability related to or arising out of this Contract other than professional liability, Consultant agrees to indemnify and hold harmless the Solicitor, its agents, volunteers, servants, employees and officials from and against any and all liability, losses, reasonable attorney's fees and litigation expenses, or other expenses suffered by any indemnified party or entity as a result of any claim to the extent that it is found to have been caused by the acts, errors, or omissions of Consultant or those for whom Consultant is legally liable.

ii. With the prior approval of the Solicitor, Contractor may assume the defense of any such claim(s) made against the Solicitor, its agents, volunteers, servants, employees or officials.

16. Environmental Considerations:

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any clean-up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Solicitor, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances or any noncompliance with or failure to meet any federal, state or local standards, requirements, law, statutes, regulations or the law of nuisance by Consultant (or by its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations, or legal entities employed, utilized or retained by Consultant) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation, or expiration of this Contract.

17. Title VI of the Civil Rights Act:

The Solicitor 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.

18. Federal Immigration Reform and Control Act:

The Solicitor 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 sub-consultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

19. Non-Discrimination:
The Solicitor 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.

20. Compliance With All Laws:
Consultant shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Consultant represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Consultant is a corporation, Consultant further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. All City of Hampton business license, personal property, real estate and other applicable tax requirements shall be met by Consultant.

21. Applicable Law:
This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

22. Venue:
Venue shall be in the Circuit Court of the City of Hampton, Virginia, and the United States District Court for the Eastern District of Virginia, Newport News Division, compliant with applicable laws and regulations, as deemed appropriate by the Solicitor.

23. Severability:
If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

24. Method of Payment:
The method of payment will be Cost Plus Fixed Fee per the 2016 DGS Manual for Management of Professional Services.

The fees for all work performed for each project shall be negotiated prior to assignment. Total fee shall include all expenses for performing the necessary work, including professional fees. Negotiations on Task Orders/fees shall be conducted through the contract administrator or designee after contract has been executed and rates have been approved. A purchase order and payment for services will be issued by the Solicitor for all work, calculated according to the hourly rates per the consultant's contract based on the approved fixed billable rates for each employee classification/discipline established in the Agreement/Contract. The fixed billable rates will include salary, overhead, net fee and escalation.

Fees established are based on the fixed billable rates approved **for each classification/discipline** and are assigned by Task Order for each project/assignment. For purposes of determining the 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 and Section 35 of this RFP.

The Solicitor reserves the right to alter the method of payment at any time during the contract period by additional task order or supplemental agreement based on the contract type. The Solicitor will notify the consultant of such decision, revise the scope of services, and respective man-hours.

25. Payment Terms / Reimbursement of Expenses:
Reimbursable expenses are the actual expenses incurred directly in connection with contracted work performed for and subsistence incidental thereto; toll telephone calls and telegrams; reproduction of reports, drawings and specifications; computer time, including an appropriate charge for previously established programs, shall be estimated at the time of negotiation with actual expenses added to the invoice.

Vendor will only be reimbursed for actual travel-related expenses incurred, including meals, transportation, lodging and incidental expenses which have been authorized by the Solicitor in advance. Expenses will be reimbursed at the current per diem amounts published by the Virginia Department of Accounts (http://www.doa.virginia.gov/), Virginia Department of Transportation Travel guidelines as applicable, or a successor.

Consultant shall submit to the Solicitor all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not include any costs other than those identified in the executed Solicitor purchase order awarding this contract or any subsequent change orders issued by the Consolidated Purchasing Division. All shipping costs are the Consultant's responsibility, except to the extent such charges are identified in the executed Solicitor purchase order or change orders. Consultant's invoices shall provide at a minimum:

a. Type and description of the Product or Service installed, delivered and accepted; Serial numbers, if any; Quantity delivered; Charge for each item; Extended total (unit costs x quantity); This RFP number, the Solicitor Purchase Order Number, and the State UPC Number, if applicable.

To be eligible for payment, all labor, equipment and materials covered under Consultant's invoice must be completed and accepted by the Solicitor. The Solicitor agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due the Solicitor under the terms of this or any other agreement may be applied against Consultant's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the Solicitor and Consultant regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or

the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of twenty (20) days or greater will be considered in the evaluation of Proposals. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Offeror shall be Net forty-five (45) days.

26. Non-Appropriation of Funds:
It's understood and agreed between the parties herein that the Solicitor shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, the Solicitor shall immediately notify the Consultant of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to the Solicitor of any kind whatsoever.

27. Tax Exemption:
The Solicitor is exempt from federal excise tax and from all State and local taxes. Consultant shall not include such taxes in any invoices under this agreement. Upon request, the Solicitor will furnish the Consultant with tax exemption certificates or the Solicitor tax exempt number.

28. Special Educational or Promotional Discounts:
Consultant shall extend any special educational or promotional sale prices or discounts immediately to the Solicitor during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

29. Warranty/Guarantee:
Consultant guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by the Solicitor. To furnish adequate protection from damage for all work and to repair damages of any kind for which Consultant or Consultant's workmen are responsible, to the building or equipment, to Consultant's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Consultant free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Consultant shall make any such replacement immediately upon receiving notice from the Solicitor.

30. Claims for Extra Compensation:
    a. If Consultant encounters work and services not included in this Contract or any supplement, but which, in the opinion of Consultant, is necessary for the successful completion of the Contract and requires extra compensation, Consultant shall, before it begins the work on which it bases its claim, promptly notify the Solicitor in writing of its intention to perform the work and to make a claim for extra compensation. Notification by Consultant under the terms of this paragraph shall not be construed as proving the validity of the claim or Solicitor's approval of the claim. **No claim for extra compensation will be filed or considered unless notification is given as herein set forth.**

i. The amounts claimed as extra compensation by Consultant shall be separately itemized, become a part of the claim, and serve as documentation of the claim.
ii. Itemized amounts shall be described in sufficient detail to enable the Solicitor to analyze the need for the extra work and the costs claimed for the work.
iii. Consultant shall not itemize any overhead costs in its claim for extra compensation if those overhead costs were not itemized in Consultant's original proposal for the work to be completed under the Contract.
iv. If Consultant intends to claim the costs (other than attorney's fees) of preparing a claim for extra compensation, Consultant shall maintain these costs in a separate account, clearly coded and identified, in preparing the claim and these costs shall be subject to audit by the Solicitor.

b. Upon notification the Solicitor will promptly review any claim for extra compensation. If a claim is accepted by the Solicitor, it will be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun.
c. **NOTE: Pursuant to the provisions of Virginia Code §2.2-4309, a public contract may include provisions for modification during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or $50,000, whichever is greater, without the advance written approval of the Hampton City Council.**

31. Contractual Disputes:
a. Procedure for Consideration of Contractual Claims
i. Prompt knowledge by the Solicitor of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of Solicitor and /or result in mitigation or elimination of the effects of the claim. Therefore, Consultant shall provide Solicitor with written notice of Consultant's intention to file a claim which:
1. Describes the act or omission by Solicitor or its agents that contractor contends caused the damages or entitles it to other relief; and
2. Provides a description of the nature and amount of the claim.
ii. Consultant's written statement providing notice of the claim shall be submitted to Solicitor within twenty (20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of Consultant to result from its acting on an order from Solicitor, it shall immediately take written exception to the order. For purposes of this section, "claim" shall include, without limitation, any request for an increase in the contract price or time and any request for equitable adjustment.
iii. Submission of a notice of claim in compliance with the requirements described above shall be mandatory, and failure to submit a claim notice that complies with the requirements above shall be a conclusive waiver to such claim for damages or

other relief by Consultant. Oral notice and untimely notice will be insufficient to satisfy the requirements stated in this section.

iv. The Solicitor will review the claim and provide Consultant with a written decision thirty (30) days after its receipt of the claim. Consultant may not institute legal action prior to receiving the final decision of the Solicitor.

b. Final Decision: The Final Decision of the Solicitor shall be considered final and conclusive unless Contractor appeals the Decision within three (3) months of the Final Decision or the due date of the Final Decision by instituting legal action.

c. No Cessation of Performance: Nothing in this section shall be construed to authorize or permit the Consultant to cease performance of this Contract while utilizing the dispute resolution procedures outlined in this section or any other dispute resolution procedures available to Consultant. Pendency of claims shall not delay payment of amounts agreed due in final payment.

32. Audits:

a. The Solicitor shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Consultant, including, but not limited to those kept by Consultant, its employees, agents, assigns, successors and subconsultants. Consultant shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the Solicitor, through its employees, agents, representatives, Consultants or other designees, during normal business hours at Consultant's office or place of business in Hampton, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Hampton, Virginia, which is convenient for THE SOLICITOR. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Solicitor may have by state, local, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

b. This contract shall be performed and audited 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.

c. All firms submitting Proposals (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 professional service firms selected for contract award (prime consultants, joint ventures and subconsultants) must submit their FAR audit data along with a Consultant Cost Certification for indirect cost rates required

by FHWA order 4470.1A dated October 27, 2010 to the Solicitor within ten (10) work days of being notified of their selection, whereby an official of the professional service 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. A sample Consultant Cost Certification is available for professional service firm's use on VDOT's 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 Solicitor and the next most qualified team invited to submit a proposal.

33. Non-Exclusivity:
The Solicitor reserves the right to procure goods or services covered under this contract from a third party when, in the Solicitor's sole discretion; it is deemed to be in the Solicitor's best interest.

34. Unauthorized Disclosure of Information:
Consultant shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Consultant, its subconsultant, agents or employees under or in connection with this contract. The Consultant shall save harmless and indemnify the Solicitor and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Consultant shall, upon written demand by the Solicitor, assume and defend, at the Consultant's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

Any negligent or willful unauthorized disclosure of confidential information on the part of the Consultant, its sub-consultants, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. The Solicitor may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Consultant shall save harmless and indemnify the Solicitor for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

35. Insurance Terms and Conditions:
Consultant shall submit to the Contract Administrator Certificates of Insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the Solicitor, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Solicitor.

The certificates of insurance shall list the applicable Solicitor as the additional insured for the specified project as outlined in this RFP:

- The City of Hampton, 1 Franklin St, Suite 345, Hampton, Virginia 23669
- The Economic Development Authority, 1 Franklin St, Suite 600, Hampton, VA 23669
- Hampton City Public Schools, 1 Franklin St, Hampton VA 23669

Insurance shall be maintained during the entire term of the contract and any extensions and shall be of the following forms and limits:

Forms	**Limits**
Workers' Compensation	Statutory under Virginia Code Title 65.2 *
Automobile Liability	$1,000,000 combined single limit
Commercial General Liability	$1,000,000 combined single limit including contractual liability and products and completed operations coverage
Umbrella/Excess Liability	$2,000,000
Professional Liability/Errors and Omissions	$1,000,000 [remove if nonprofessional services]
Fidelity Coverage	$100,000 (remove if services are not being provided on Solicitor Property)

The establishment of minimum limits of insurance by the Solicitor does not reduce or limit the liability or responsibilities of the Consultant.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE SOLICITOR SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE SOLICITOR SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

36. Non-Performance:
    i. Delivery Delays:
    The Solicitor reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Consultant fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.
    ii. Unacceptable Deliveries (Rejections):
    Upon notification by the Solicitor that goods and/or service deliverables provided by the Consultant under this contract are damaged and/or not of the quality specified by the Solicitor, such goods and/or service deliverables will be rejected. Consultant shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by the Solicitor.
        a. Consultant shall remove all rejected materials, equipment or supplies from the premises of the Solicitor within ten (10) days of notification. Rejected goods and/or service deliverables not removed from the Solicitor 's premises within ten (10) days will be regarded as abandoned, shall become the property of the

Solicitor, and the Solicitor shall have the right to dispose of such items.

b. The Solicitor reserves the right to authorize immediate purchase from other sources against rejections.

iii. Liability:

Consultant shall be liable to the Solicitor for all costs incurred by the Solicitor as a result of Consultant's failure to perform in accordance with the contract. Consultant's liability shall include, but not be limited to:

a. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.

b. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Consultant and/or rejections of Consultant's goods and/or service deliverables.

c. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by the Solicitor due to non-responsive performance of Consultant.

37. Termination Without Cause:

The City may at any time, and for any reason, terminate this Contract by written notice to Consultant specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Consultant by certified mail/return receipt requested, addressed to the Consultant's Contract Administrator. In the event of such termination, Consultant shall be paid such amount as shall compensate Consultant for the work satisfactorily completed, and accepted by the City, at the time of termination. If the event the Solicitor terminates this Contract, Consultant shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the Solicitor any work completed or in process for which payment has been made.

38. Termination With Cause/Breach:

In the event that Consultant shall for any reason or through any cause be in default of the terms of this Contract, the City may give Consultant written notice of such default by certified mail/return receipt requested at the address set forth in Consultant's Bid Proposal or in Paragraph I of this Contract. Unless otherwise provided, Consultant shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Consultant to cure the default, the City may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Consultant shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the Solicitor any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the Solicitor and provisions herein with respect to opportunity to cure default shall not be applicable. This contract may be terminated by either party in the event that the other party has failed to perform a material obligation or has otherwise breached a material term of this contract, if that other party has failed to cure that failure or breach within ten (10) days after receipt of written notice thereof from the other party.

39. Breach of Contract:

Consultant shall be deemed in breach of this contract if the Consultant:

- Fails to comply with any terms of this contract;
- Fails to cure such noncompliance within ten (10) calendar days from the date of the Solicitor's written notice or such other time frame, greater than ten (10) calendar days, specified by the Contract Administrator in the notice. Fails to submit a written response to the Solicitor's notification of noncompliance within ten (10) calendar days after the date of the Solicitor notice.

All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Consultant shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Consultant and its subconsultants. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Solicitor in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

40. Copyright/Patent Indemnity:
Consultant shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark, or patent, the Consultant shall indemnify the Solicitor and hold the Solicitor unless from any cost, expense, damage or loss incurred in any manner by the Solicitor on account of any such alleged or actual infringement.

41. Joint & Cooperative Procurement:
Section 2.2-4304(A) of the Code of Virginia (VPPA) will apply to this solicitation. Other Public Bodies may utilize any contract(s) issued pursuant to this solicitation by placing its own order(s) directly with the Consultant(s). The City of Hampton acts only as the issuing agent and is not responsible for placement of orders, payment or discrepancies of other participating Public Bodies.

42. Conflict Of Interest:
The change in a project delivery method for this contract may result in a potential conflict of interests 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 Solicitor. The consultant and its team members may not be allowed to participate in ANY subsequent contracts (design and/or construction) related to projects under this On-Call contract. The Conflict of Interest determination will be made in accordance with the VDOT's policy. The policy is available at: http://www.virginiadot.org/business/resources/LocDes/IIM-APD-2.pdf

VIII. USDOT 1050.2A – APPENDIX A

USDOT 1050.2A
APPENDIX A

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Virginia Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Virginia Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or (b.) cancellation, termination or suspension of the contract, in whole or in part.

- **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the Virginia Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Virginia Department of Transportation to enter into such litigation to protect the interests of the Virginia Department of Transportation, and, in addition, the contractor may request the United States to enter into
such litigation to protect the interests of the United States.

IX. USDOT 1050.2A – APPENDIX E

USDOT 1050.2A
APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, And resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

PRE-PROPOSAL QUESTION FORM

RFP NO. 19-27/CLP Construction Engineering Inspection and Related Services

DATE: _____

NAME: _____

COMPANY: _____

SPECIFICATION SECTION _____ PARAGRAPH _____

_____

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NOTE:

All questions regarding this solicitation shall be in writing using this question form. A separate form must be used for each question. Submit all Pre-Proposal Question Forms to the City of Hampton Procurement Office via fax: (757) 727-2207 or via email: clpotter@hampton.gov. It shall be the responsibility of the sender to verify receipt of all transmissions. The City of Hampton shall not be responsible for missed transmissions.

All questions are due in the Procurement Office no later than Tuesday, October 30, 2018 at 3:30PM (ET), NO EXCEPTIONS.

It shall be the responsibility of prospective offeror to verify, prior to turning in a response, if an addendum was issued. Offerors should check www.hampton.gov/bids-contracts for any addenda issued no later than 12 hours prior to proposal receipt deadline.