



REQUEST FOR PROPOSALS TITLE PAGE
Include This Page as the First Page in Your Proposal Response

City of Lynchburg, Virginia
Procurement Division

Proposal Title: Pre-Qualification Architectural & Engineering Services for Facilities

This is the City of Lynchburg's (City) Request for Proposals No. 2022-056, issued April 20, 2022. Direct inquires for information to: Melissa Tillman, Phone: 434-455-4228 or by email to melissa.tillman@lynchburgva.gov. All responses to this solicitation shall be in strict accordance with the requirements set forth in this proposal document and the ensuing contract documents.

All requests for clarification of or questions regarding this request for proposal must be made in writing, by email to melissa.tillman@lynchburgva.gov and received by 1:00 p.m., May 16, 2022. Any alteration or changes to this Request for Proposals will be made only by written addendum issued by the City of Lynchburg, Procurement Division.

Sealed proposals will be publicly accepted prior to 4:00 p.m., May 24, 2022, however only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. All Offerors are responsible for obtaining issued addenda from the City's Procurement Division website: <http://www.lynchburgva.gov/current-solicitations>.

Acknowledge receipt of addenda here: No. _____ Date: _____ No. _____ Date: _____

Submit Proposals: BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:

Procurement Division
 Third Floor City Hall
 900 Church Street
 Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s): _____

See Paragraph B. on page 2 for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Offerors shall indicate all Groups they are requesting pre-qualification for below. Sign in ink and type or print requested information.

Group	Yes	No	Group	Yes	No
1. Architectural			2. Structural Engineering		
3. Mechanical, Electrical, Plumbing (MEP) Engineering			4. Heating, Ventilation and Air Conditioning (HVAC)		
5. Roofing			6. General		

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____

Date: _____

Address: _____

Phone: () _____

Signature: _____

Fax: () _____

Typed or Printed Name, Title

City Procurement Signature: Melissa Tillman

I. SUBMISSION OF PROPOSALS

- A. **An original (1), so marked, and four (4) copies, so marked, for a total of five (5)** of your proposal document are required. In addition, one (1) copy of proposal in an electronic format, either on a USB drive **OR** send an electronic file via e-mail to melissa.tillman@lynchburgva.gov within 24 hours **after** the proposal due date; **do not send the file before the advertised due date.** The City of Lynchburg (City) will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the City to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered.
- B. **Submission of Proprietary Information:** Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary (Section 2.2-4342F of the Code of Virginia). Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.
- References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.
- C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- D. The City reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the Successful firm. The City reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest.
- E. By submitting a proposal response, the Offeror agrees that the proposal response will not be withdrawn for a period of 90 days following the due date for proposal responses.
- F. By submitting a proposal response, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the City.
- G. By submitting a proposal response, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting firm in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- H. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- I. It is the policy of the City to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities. The City does not discriminate against faith-based organizations
- J. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal response. All proposals submitted will become the property of the City.
- K. By submitting a proposal, the Offeror is certifying that Offeror is not currently debarred by the City, or in a procurement involving federal funds, by the Federal Government. A copy of the City's debarment procedure in accordance with Section 18.1-10 of the City's Procurement Ordinance is available upon request.

II. DEFINITIONS

As-builts – In accordance with the City’s Design Manual requirements, the Offeror shall be capable to prepare a set of as-built prints of drawings and electronic files, showing the changes made during the construction phase of the project. These shall be based on red-line drawings provided by the contractor.

Bid phase services - The Offeror may be required to provide consulting services during the bid phase of projects. This may include development of bid alternates; facilitation and documentation of pre-bid conferences; consultation on the acceptability of substitute materials; responding to bidder’s questions; preparation of addenda; and review, evaluation and negotiation of the lowest responsible bids.

Building Systems Commissioning – The Offeror shall demonstrate the experience of understanding system design to test its functionality. This is accomplished by simulating multiple scenarios and confirming that each mechanical, electrical and plumbing system operates as it was designed.

Condition assessment - The Offeror shall demonstrate the capability of providing existing infrastructure condition assessments.

Construction administration - The Offeror shall demonstrate the ability to provide construction administration services for facility projects. Work may include facilitation and documentation of the pre-construction conference; review and approval of shop drawings, tests, and inspections; determine the acceptability of substitute materials or equipment; make project inspections and document the findings of work quality; approve or disapprove work completed by the contractor; review the contractor's schedule throughout the project; respond to requests for information pertaining to the design and issue instructions to the contractor; prepare and/or review change orders; review and approve contractor's pay requests; conduct substantial completion inspections and preparation of the project punch-list; and otherwise act as the representative of the City to the extent authorized during the construction phase of the project.

Construction inspection - The Offeror shall have available construction inspection services to the extent required by the City. This may include the use of a full-time project inspector for Quality Control and or Quality Assurance purposes.

Design document preparation - The Offeror shall have the capacity to produce construction design documents. This includes: preparation of preliminary architectural/engineering or conceptual design reports, preparation of Bid Documents (to include drawings, specifications, etc.) in multiple phases to allow City review and comments, working with City staff in resolving comments, preparation of opinions of probable construction cost at agreed upon phases of the design project, and working and negotiating with appropriate government agencies and authorities to achieve project approval.

Design reports, plans and specifications shall be signed and sealed by a Professional Engineer, licensed in the Commonwealth of Virginia. The City Procurement Division provides front-end documents and specifications for most bid projects.

HVAC – Heating, ventilation and air conditioning; this is part of the mechanical component of MEP that regulates the buildings air filtration, humidity control, water cooling/heating and exhaustion system.

MEP – Mechanical, Electrical and Plumbing Engineering that encompasses the interior aspects of building design and construction.

Project management – The Offeror shall demonstrate experience with project management for construction related services. The involvement could include project initiation, conception, planning, execution, contractor performance management and project closeout.

Structural engineering – The Offeror shall demonstrate experience with structural engineering, to include create drawings and specifications, perform calculations, write reports and evaluations and designing buildings to withstand a variety of load conditions (wind, snow, earthquakes).

III. INTRODUCTION

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified architectural and engineering firms (Offeror) that can become pre-qualified consultants for various facility related professional services. This service has not been previously solicited, so this is a new Requirement Contract for professional services to be provided on an “as needed” or “on-call” basis. When the need for services arises in connection with a specific project, the City will issue a Task Order to the Consultant for the professional services.

Pre-qualification does not guarantee any future contract. Per Virginia Code 2.2-4303.1, *the sum of all projects performed in a one-year contract term shall not exceed \$8 million and the fee for any single project shall not exceed \$2.5 million.* It is understood that projects may not be completed during the contract term; however, all terms and conditions of this contract shall survive until work is completed.

The City reserves the right to award to multiple firms and pre-qualify firms based on their specific areas of expertise. Individual work assignments will be negotiated for each specific project on an as needed basis. It shall be the sole decision of the City regarding which firm the assignment is awarded to, if contracts are awarded to multiple firms. The City reserves the right to perform work in-house or to award large projects through a separate procurement action.

The selected Consultant and City will mutually define the project specific scope of services on a per project basis. The Consultant shall be responsible for performing all professional services as defined in each approved Task Order, on a per project basis. Development of plans and specifications for projects should be in conformance with industry standards and currently building code as adopted by the City.

IV. GENERAL INFORMATION

The City of Lynchburg has a current inventory of 113 buildings that are maintained by the Public Works Building Maintenance Department. These buildings are a blend of historical to modern day architectural designs and range from 775 square feet to 84,900 square feet. These structures require ongoing inspection, monitoring, stabilization, rehabilitation and/or reconstruction services (either as a response to an emergency situation and/or non-emergency situation).

The firms selected through this RFP will provide professional services at various stages from pre-design to post-construction. Services will include: planning, designing, bidding and construction phases of various facility related projects. The level of service requested will vary based on the scope of any given project. The selected firms shall provide Architectural and Engineering services meeting all applicable local, state and federal standards, laws, rules and regulations.

Sample projects include:

1. Hillcat’s Baseball Stadium - Locker Room Renovations
2. Circuit and General District Court Improvements
3. Various Roof Replacement Projects
4. City Hall - Cooling Tower Refurbishment

5. Various Fire Stations – Remodeling for Accreditation Compliance
6. Human Services Building - Elevator #2 and #3 Modernization
7. Old Courthouse Museum - Accessibility Improvements and Restroom Renovations
8. City Armory/City Market- Bathroom Renovations/Storm Sewer Separation/HVAC Replacement

V. SCOPE OF SERVICES

This RFP will pre-qualify architectural and engineering firms as consultants that are licensed to perform services in the Commonwealth of Virginia. The expected services have been broken down into six (6) groups, as detailed on the bottom of the Title Page. Offerors may elect to qualify for selection in one or more groups, dependent on their capabilities. Non-qualification in one group shall not eliminate the Offeror for inclusion in other groups.

Offerors should describe their ability to provide one or more specific services listed in the six groups. Proposals should be detailed with respect to the services that the Offeror has expertise in, under “Section 2- Offeror Experience” in their proposal. Offerors can submit proposals as a prime consultant under one group and as a sub-consultant under another group. Please note there is no DBE or SWaM goals for this RFP.

The facility categories are defined as follows:

1. Architectural
2. Structural Engineering
3. Mechanical, Electrical & Plumbing (MEP) Engineering
4. Heating, Ventilation and Air Conditioning (HVAC)
5. Roofing
6. General

GROUP 1- ARCHITECTURAL

This group will focus on the overall architecture to include: aesthetic, functional and spatial design of the buildings. This will include designing and construction planning for both new construction and modernization of existing City facilities.

GROUP 2- STRUCTURAL ENGINEERING

This group will focus on the structure of the buildings to withstand a variety of load conditions. Services to include: creating drawings, specifications, perform calculations, assess site conditions and provide solutions to bring City facilities up to code.

GROUP 3- MECHANICAL, ELECTRICAL & PLUMBING (MEP) ENGINEERING

This group will focus on the interior aspects of facilities, to include: mechanical, lighting, electrical, plumbing, elevators and escalators. Services to include: cost estimating, building maintenance recommendations, drawings, water/storm/sanitary sewer plumbing and possible arch flash studies.

GROUP 4- HEATING, VENTILATION AND AIR CONDITIONING (HVAC)

This group will require a mechanical engineer who designs ventilation, conditioning and heating systems for buildings. The HVAC is being broken out from the MEP group but will require expertise in plumbing and electricity to understand climate control systems.

GROUP 5- ROOFING

This group will specifically focus on the roofing needs of buildings to include rehabilitation services and new construction. City facilities have a variety of roofing materials attached, such as asphalt, composite, slate, metal and TPO (thermoplastic polyolefin).

GROUP 6- GENERAL

This group will encompass a variety of tasks to include: bid phase services, building systems commissioning, construction administration, construction inspection, cost estimating and project management.

A. GENERAL REQUIREMENTS AND PROJECT COORDINATION

General:

Based on the requirements of the City of Lynchburg the selected firms shall provide Architectural/Engineering services meeting all standards and codes used in design for basic services as required on projects up to and including the following project phases when applicable:

1. Pre-Design Evaluation
2. Cost Estimating / Condition Survey and Report
3. Schematic Design
4. Design Development
5. Contract Documents
6. Bidding/Award
7. Construction Administration

The Architect/Engineer shall:

1. Review existing drawings, plans, and actual conditions, and advise the City on issues of concern in regard to design, equipment selection, material selection, cost estimation as well as cost (life-cycle) analysis.
2. Provide schematic and design development, bid documents, and a detailed cost estimate at each phase, which may include:
 - a. Attend coordination meetings
 - b. Provide progress prints/cost estimates (labor and materials) at appropriate intervals
 - c. Include elevations of exposed mechanical or electrical units, and/or three-dimensional renderings (as requested)
 - d. Provide architectural design drawings which shall include all components and accessories.
3. Assist in the bidding phases:
 - a. Attend pre-bid and pre-construction meetings
 - b. Answer questions/clarifications during bidding
4. Review and evaluate submittals and claims for extra costs.
5. Inspect the construction site and actively participate in on-site construction meetings. Advise the City regarding interpretations of contract documents and payments to contractors.
6. Conduct and assist the City for substantial completion by preparing a punch list and conducting a final inspection.

Project Phases:

1. Pre-Design Evaluation

Consult with the City and other necessary and appropriate government units, utilities, organizations, and persons in order to ascertain project requirements and review the program prepared by the City, recommending any necessary revisions.

2. Cost Estimating / Condition Survey and Report

Investigate, analyze and measure the existing facilities to the extent necessary to determine the information necessary for project work. Measure and verify floor plans and equipment locations in the existing building. Review existing system replacement studies (if applicable), analyze building components, heating/cooling load requirements, City floor plans and drawings (as available) and make system recommendations. Prepare drawings and a report summarizing existing facilities and their condition.

Prepare probable construction cost estimates to assist the City in the preparation of Capital Improvement Program requests for internal use. As part of the investigation, identify and document issues pertaining to any future project (accessibility, operations impact, etc.). Assist in the identification of grant or alternate funding opportunities including preparation of documents required for compliance at request of the City of Lynchburg.

3. Schematic Design

Upon receipt of written notification to proceed, prepare schematic designs for review and approval by the City. The schematic drawings shall show project design features. A detailed cost estimate separating labor and materials shall accompany the schematic drawings for each design option developed. Life-cycle cost estimates to be provided upon request. Advancement to next design phase pending City review of report, comments and Notice to Proceed.

4. Design Development

After the approval of the final schematic design submission, the City shall issue a written order to proceed with the Design Development phase. Submit detailed design drawings showing the general design, outline specifications, revised cost estimates, material cut sheets and material selection. If alternate layouts, design, work items and materials exist, the alternatives are to be prioritized with a recommendation of the best alternative with selection rationale outlined.

Provide architectural design drawings which shall include all components and accessories, including system elevations (when applicable) in relation to project. Prepare a list of all permits, licenses, review, and approvals as required. Advancement to next design phase pending City review of report, comments and Notice to Proceed.

5. Contract Documents

Perform the final design and the preparation of detailed contract documents in accordance with applicable City, County, State, and Federal regulations ("codes") for all elements of work including architectural plans, custom details, phasing plans and structural and/or engineering modifications, as needed. Provide design progress reviews with the City and other authorities as required (typically at 50% and 95% completion). Provide progress prints, specifications and revised cost estimates at specified intervals for the City's review and approval.

Provide for approval by the City, bidding forms, project specifications and working drawings for the Project. The City's Procurement Division will provide the front-end documents to include: general bidder forms, Contract Agreement, Bond Forms, and General Terms and Conditions; all bid documents are to conform with City Standards wherever applicable.

6. Bidding / Award

The Architect/Engineer is to assist the City in pre-bid and pre-award meetings, obtaining bids, and reviewing and recommendation awards, evaluating alternate bids, and preparing a construction contract, as well as:

Assist in the evaluation of product or systems substitutions.

Prepare addenda for City advertisement/issuance.

7. Construction Administration

Provide during the construction contract to be entered into by the City for the construction of the project, to the satisfaction of the City, periodic architectural and/or engineering services to verify adherence to the design and to assist in the administration of the construction until final completion and acceptance by the City.

Conduct a preconstruction conference after receipt of a written request to do so from the City. Such preconstruction conference shall include at least the Architect/Engineer, or its authorized representative, the contractor(s), authorized representatives of the City, as well as representatives of any other public or private agencies which the City determines should be in attendance. At the preconstruction conference, the Architect/Engineer shall:

Observe that all necessary permits and licenses have been obtained prior to work commencement.

Raise for discussion and decision, the manner in which the construction will be administered by itself and the City, the scheduling of construction, and any and all other issues or questions which in the opinion of the Architect/Engineer or the City must be settled before the start of construction. Before convening the preconstruction conference, the Architect/Engineer shall confer with an authorized representative of the City concerning the agenda and who is to attend.

Prepare and distribute minutes within a specified time following the meeting.

Throughout all Phases, prepare and update on an interval that is mutually agreed upon, an Estimate of Construction Cost consistent with the City's funding requirements in a format acceptable to the City. The Estimate of Construction Costs shall document approved change orders (CO's) and any and all anticipated changes to the construction cost on an individual prime contract basis and indicate contingency balance.

Recommend necessary or desirable changes (adds and credits) to the City, review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the City. If they are accepted, review change orders for the City's authorization. There shall be no change in the scope of the work or in materials specified by the Architect/Engineer until approval for such change has been given in writing by the City.

Determine, based on the Architect/Engineer's inspections and the contractor's applications for payment, the amount owing to the contractor and will issue certificates for payment in such amounts. By reviewing and approving a certificate for payment, the Architect/Engineer will also represent to the City that, to the best of its knowledge, information, and belief, based on what its observations have revealed, the quality of the work is in accordance with the Contract Documents. Review and make recommendations to the City on any claims received from contractors.

Make visits to the job site (at a frequency dictated by specific project) during power service cut and rerouting for the purpose of clarifying or interpreting any phase of the work and monitoring job progress, where necessary and/or requested. Conduct and attend on-the-job field meetings (at a frequency dictated by specific project) to review procedures, progress, scheduling, contractor compliance and other issues. Provide and distribute minutes of these meetings to the City and to parties designated by the City within a specified time period. Where field condition differs from contract documents or disputes arise, the Architect/Engineer shall resolve issues satisfactorily to the City.

Issue punch list(s) and re-inspect as necessary, coordinate warranty submissions with manufacturers.

Following the contractor's completion of the punch list, conduct final inspections in conjunction with the City. The Architect/Engineer shall create a "closeout" checklist for each contract and shall monitor the closeout process as part of the Certificate of Substantial Completion of the work. The approval of the City, or other Agency approvals, shall be required as a condition for the acceptance of the work by the City.

Furnish to the City of Lynchburg, based on marked up prints, drawings and other data furnished by the contractor, a set of reproducible drawings showing all construction (elements/systems) as actually built. Provide the City with AutoCAD files in a format acceptable to the City and one set of reproducible drawings. Secure and transmit to the City all required guarantees, affidavits, releases, bonds, and waivers and other closeout documents.

B. PROFESSIONAL STANDARDS

1. The Architect/Engineering firm, including principals, and key personnel shall have relevant experience with similar work and shall be qualified and competent to perform the services required under this RFP. For all services pursuant to a resulting Contract, the Consultant shall be required to submit a Staffing Plan and indicate the personnel who will perform the services specified for each Task Order. The Staffing Plan is subject to review and approval by the City and approval must be obtained prior to the commencement of services.
2. The work contemplated is professional in nature. It is understood that the Architect/Engineer, acting as an individual, corporation, or other legal entity, is of professional status, and is licensed, as appropriate, to perform in the State of Virginia, and shall be governed by the professional ethics of said professions in its relationship to the City of Lynchburg.
3. It is understood that all reports, information, or data prepared or assembled by the Architect/Engineer shall be confidential in nature and shall not be made available to any individual or organization, except the City of Lynchburg, without the prior written approval of the City of Lynchburg.
4. The Architect/Engineer shall be responsible for complying with local, state, and federal codes, legislation procedures, and regulations affecting work in their professional area.

C. DELIVERABLES

Where deliverables are required as a part of the scope of services, all documents shall be delivered in the following formats, and shall become property of the City of Lynchburg:

1. Reports and Text Documents – Submit in Microsoft Word format and pdf format.
2. Design Drawings – Submit in 2020 AutoCAD format and pdf format
3. As-Built Survey – Submit in 2020 AutoCAD format

D. CITY'S RESPONSIBILITIES

The City shall:

1. Provide all information in possession of the City, including Geographic Information System (GIS) data such as: drawings, planimetrics, utilities, aerials and property lines, as needed for individual projects.
2. Assist in obtaining permission to enter upon public and private property as required for the architect/engineer to perform services.

3. Examine all studies, test results, reports, sketches, drawings and proposals and any other documents presented by the architect/engineer.
4. Pay all necessary advertising costs for public hearings and construction bids.
5. Conduct all bidding, addenda issuance and administer the construction contract.
6. Provide a designated City representative with respect to the work to be performed for each assignment, as needed.

VI. PROJECT ASSIGNMENT, COMPENSATION AND PERFORMANCE SCHEDULES

Selection of Architect/Engineer

The City reserves the right to negotiate with multiple Offerors on any specific project for which they are pre-qualified. Individual work assignments will be negotiated for each specific project on an as-needed basis. It shall be the sole decision of the City regarding which architect/engineer the assignment is awarded to if contracts are awarded to multiple firms; selection may be based on qualifications, quickness of response, proximity to the City and/or project team availability. The City reserves the right to perform work in-house or to award large projects through a separate procurement action. Pre-qualification does not guarantee any future contract.

Once a pre-qualified Offeror has been selected, they shall coordinate with the City to develop the scope of work, fee schedule, and schedule for the proposed services. Task Orders shall be negotiated and prepared between the City and the Offeror on a project-by-project basis and shall be signed by both parties for approval. The first Task Order assigned will be the basis for the initial pre-qualification contract.

Compensation and Method of Payment

As full payment and compensation for the performance and completion of work acceptable to the City for each project or Task Order, the City will pay the architect/engineer in accordance with the sum determined for the individual project assignment. All work shall be performed for each project and shall be done on a lump-sum, not-to-exceed basis or the fee shall be negotiated prior to assignment by incorporating a maximum hourly fee charge. Total fee shall include all expenses for performing the necessary work, including professional fees and reimbursable expenses.

Reimbursable expenses, which shall be the actual expenses incurred in connection with the work performed for transportation, and sustenance incidental thereto, toll telephone calls and telegrams, reproduction of reports, drawings and specifications and computer time shall be estimated at the time of negotiation with actual expenses added to invoices. When assignments are negotiated on a lump-sum or not-to-exceed basis, the cost of attending the number of meetings as required by the City, shall be included in the fee.

Performance Schedule

The architect/engineer shall perform work in accordance with a performance schedule negotiated at the time of project assignment. The architect/engineer shall assign the work to qualified personnel in sufficient numbers to complete the work according to the performance schedule. The architect/engineer shall designate one employee to oversee each project. The designated employee shall work continuously on the project until final reports are accepted by the City.

Changes in Performance Schedule

The City may make changes to the work previously negotiated for an individual assignment. If any such change increases or decreases the time required to perform the work, the performance schedule will be adjusted accordingly. The architect/engineer shall not be entitled to adjustments for changes in work that in the opinion of the City do not result in an increase in the architect/engineer's cost of performing the work. Any changes in the scope of work for project assignments and performance of any additional services shall proceed only with express written authorization of the City.

VII. PROPOSAL PREPARATION

Proposals must address the items included in Sections V-VI and the Criteria for Proposal Evaluation.

Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Responses shall be limited to no more than 30 double-sided pages, (excluding the cover, section dividers, Table of Contents and Title Page). Each copy of the proposal must be bound (comb, spiral thermal binding or 3-hole punched and inserted into a slim binder) with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

Offerors should organize their proposals using the format described below and include a Table of Contents:

Section 1- Title Page & Front End Documents

1. Title Page:

Furnish the **REQUEST FOR PROPOSALS TITLE PAGE** and include it as the first page of the proposal. The name stated on the Title Page must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided. Signatures can either be original inked or electronic signatures to be responsive. Offers should acknowledge receipt of addenda on the Title Page. Failure to do so may result the proposal being deemed non-responsive.

2. Executive Summary:

Provide a brief summary of the reasons that the Offeror believe themselves to be the most qualified for this project. Include the name, address, phone number for the main office and any branch office(s) that would be involved in any way with a resulting contract. Also include the project manager's contact information and e-mail address.

3. Virginia State Corporation Status:

Include a qualifying statement as to your firm's registry status with the Virginia State Corporation Commission.

Section 2 – Offeror Experience

Describe the Offeror's background, history of the business and experience; include the following:

- a. Years in business as an established firm
- b. Firm principals
- c. Size of firm (denote partnerships or subcontractors necessary to facilitate full service scope)
- d. The name, position and telephone number of contact person authorized to conduct negotiations and authorize final contracts or otherwise bind the firm to a contractual relationship

- e. Provide a listing of services the firm is uniquely qualified to provide in one or more of the six groups listed in Section V- Scope of Services. Detail relevant experience for each proposed service, to aid in the evaluation of pre-qualifying firms in each proposed category. (Note: Offerors should be able to provide all services listed within a Group, either in-house or with subconsultants.)

Section 3 – Staff Experience

Provide specific staff experience for providing professional services. Include a resume for the project manager and each key member of the team that will have a proposed role in providing services. For each individual involved include the following details:

- a. Indicate their educational background and specific area of expertise, include any certifications
- b. Relevant experience, especially with local government agencies
- c. Emphasize their role on the proposed project and provide a description of the responsibilities the individual will assume; also provide their corporate affiliation
- d. List the individual's physical location- (city/state)

Resumes of individuals who will not be directly involved with the proposed project should not be included. Resumes for staff of sub-consultants should be included in the same format as listed above. Also include a project team organizational chart and the current workload for available staff, as related to this project.

Section 4 – References

List current and past work assignments of similar nature that the firm has directly contracted to provide within the last five years. Furnish at least three (3) similar contracts either completed or currently underway to be used as references and include the following information:

- a. Name of client
- b. Name, telephone number and e-mail address of reference
- c. Contract description
- d. Duration of each contract & dates when the service was provided

VIII. CRITERIA FOR PROPOSAL EVALUATION

The following criteria are to be utilized in the evaluation of qualifications for development of a pre-qualified shortlist of firms who may be considered for "on-call" services:

1. Demonstrated understanding of the proposed projects a firm is pre-qualifying for and ability to perform proposed architectural/engineering services. (20%)
2. Demonstrated competency of the firm's ability to; identify all disciplines available within the firm and those that will be subcontracted to others which are relevant to the project scope. (25%)
3. Demonstrated competency and qualifications of personnel including the depth of experience, expertise and performance on projects of similar nature. Evaluate the qualifications and education of all personnel, including sub-consultants, who will be assigned to work on projects. (25%)
4. Demonstrate a minimum of five years of experience in the areas which the firm is proposing, plus any alternative approaches they provide; documented performance on 3 projects of similar nature. (20 %);
5. Conciseness and clarity of proposal; ability to adhere to terms and conditions. (10 %)

IX. METHOD OF AWARD

Following evaluation of the written proposals, the City may choose to pre-qualify any number of Offerors, at its discretion. When requiring Professional Services, the City reserves the right to negotiate with multiple Offerors on any specific project for which they are pre-qualified. At the City's discretion, selection may be based on qualifications, quickness of response, proximity to the City, and project team availability. It shall be the sole decision of City regarding which Architect and/or Engineer the assignment is awarded to, if contracts are awarded to multiple firms. **Pre-qualification does not guarantee any future contract.**

Projects which are projected by the City to exceed a State designated contract value will not be considered for negotiation with pre-qualified Offerors. These projects will be posted by the City for open submittal under State procurement law and will be open for submittals from pre-qualified Offerors and other Offerors.

All pre-qualified firms will receive a Notice of Award that will be posted on the City's website (www.lynchburgva.gov/notices-award) and on the bulletin board located outside of the Procurement Office, 3rd floor City Hall, 900 Church Street, Lynchburg, Virginia, 24504.

X. CONTRACT AND RENEWAL TERM

The initial term of the resulting contract shall be for a period of one (1) year effective at the time of award. At the time of contract expiration, the architect/engineer shall complete, at the discretion of the City, any assignment undertaken, but not yet completed. The architect/engineer will be compensated for all such work undertaken and completed to the satisfaction of the City.

The resulting contract may be renewed by the City for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in A and B below. Price increases may be negotiated only at the time of renewal for yearly fee rate structures and per individual Task Orders. Upon a determination by the City to renew this contract for an additional term, written notification will be given to the Contractor.

- A. If the City elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase/decrease of Table 4 "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.
- B. If during any subsequent renewal periods, the City elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase/decrease of Table 4 "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.

XI. GENERAL TERMS AND CONDITIONS

A. Subcontracting and Assignment of Work

The successful firm shall not subcontract or assign portions of the work, other than those specifically defined in the CONTRACT, without the express written consent of the City. A description of any work the Offeror proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor firm will assign to the project. All work performed by any subcontractor firm shall be coordinated by the successful firm and the successful firm will be responsible to the City for all work performed by any subcontracting firm or special consultant.

B. Payment for Services

Payments to the successful firm shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City. The successful firm's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The successful firm agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

C. Independent Successful firm

The successful firm is an independent successful firm and nothing contained in a subsequent CONTRACT shall constitute or designate such firm or any of its agents or employees as employees of the City.

D. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Successful firm in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City shall be given to the City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, VA 24504. The Successful firm agrees to notify the City immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

E. Termination and Ownership of Documents

The City reserves the right to terminate the contract upon written notice to the Successful firm. In the event of termination pursuant to this paragraph which is not the fault of the Successful firm, the Successful firm shall be paid for all services provided through the date of termination. The contract will terminate immediately upon failure of the City of Lynchburg, City Council to appropriate funds for its continuance.

The Successful firm agrees that all information and materials gathered and/or prepared by or for it under the terms of the CONTRACT shall be delivered to, become and remain the property of the City upon completion of the work or termination of the CONTRACT. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Successful firm.

F. Insurance

The selected firm shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect himself and the City from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractor firms or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability) and Professional Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The selected firm shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured. The selected firm shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

G. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

H. Additional Services

The City may add to the Scope of Services or make changes in the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

I. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

J. Licenses and Permits

The Successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

K. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the Successful firm agrees as follows:

- a. The Successful firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful firm. The Successful firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Successful firm, in all solicitations or advertisements for employees placed by or on behalf of the Successful firm, will state that such Successful firm 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.
- d. The Successful firm 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 subcontracted firm or vendor.

L. Payments to Successful Firms

In accordance with Virginia Code Section 2.2-4354 the Successful firm agrees that:

- 1. Should any contractor be employed by the Successful firm for the provision of any goods or services under this Contract, the Successful firm agrees to the following:
 - (a) The Successful firm shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or
 - (2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractors firm's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, VA 24504.
 - (b) The Successful firm shall pay interest to the subcontractors firm, at the rate of one percent per month on all amounts owed to the subcontractors firm that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
 - (c) The Successful firm shall include in each of its subcontracts a provision requiring each subcontractors firm to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.
 - (d) The Successful firm's obligation to pay an interest charge to a subcontractors firm shall not be an obligation of the City.
 - (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.
- 2. Invoice processing is to be in strict accordance with the rules and regulations set forth by the applicable Jurisdiction and the *Code of Virginia* Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. No promises or commitments on the part of any employee of the Public Body shall bind the Jurisdiction to any other terms and/or conditions other than those set forth in procedures issued by the Public Body.
 - (a) Invoices shall be submitted to the City on a monthly basis. The City shall pay the amount of the invoice within thirty (30) days. However, the City shall have the right to verify information contained on an invoice and extend the time of payment until information is received to correct any errors found therein. The invoices submitted shall include, at a minimum, the following information:

- (1) Project name, city and state project number;
- (2) City Project Manager;
- (3) City assigned Contract Number;
- (4) Not to exceed amount or lump sum amount;
- (5) Total payments requested to date;
- (6) Payments received;
- (7) Balance due;
- (8) Invoice number;
- (9) Period during which services were performed; and
- (10) Brief description of work covered by invoice.

- (b) Payments shall not be considered as evidence of satisfactory performance of the work either in whole or in part, nor shall any payment be construed as acceptance by the City of any defective work. The City reserves the right to withhold payment in the event the City believes that the work is unsatisfactory.

M. Contractual Claims

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Successful firm's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the City's Procurement Administrator, Third Floor City Hall, 900 Church Street, Lynchburg Virginia 24504 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The City's Procurement Administrator shall render a decision on the claim and shall notify the Successful firm within 30 days of receipt of the claim. The Successful firm may appeal the decision of the City's Procurement Administrator by providing written notice to the City Manager, within 15 days of the date of the decision. The City Manager shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Successful firm appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Successful firm shall be delivered to the City no later than 30 days following the conclusion of the work or delivery of the goods.

N. Taxes

The Successful firm shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Successful firm and not of the City and the City shall be held harmless for same by the Successful firm.

O. Indemnification

To the fullest extent permitted by law, the Successful firm, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Successful firm's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

P. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City.

Q. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

R. Responsibility for Property

The Successful firm shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.

S. Precedence of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror's response to the Request for Proposals.

T. Administrative Appeals Procedure

(a) The following are the exclusive procedures for a bidder or offeror to protest the City's award or decision to award a contract.

- (1) Any protest to award a contract shall be in writing and shall be delivered so that it is received by the City Manager not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.
- (2) Except for a protest of an emergency or sole source procurement, a protest of a City award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for the City's decision. In the case of an emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.
- (3) Protests shall only be granted if (1) the protester has complied fully with this Sec. 18.1-6 and there has been a violation of law, the Lynchburg public procurement code, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.
- (4) The City Manager shall issue a written decision on a protest within ten (10) days of its receipt by the City Manager.
- (5) If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge procurement by then filing suit in the Lynchburg Circuit Court, Lynchburg, Virginia, and serving the City with such suit within ten (10) days of such denial. Otherwise, the City Manager's decision shall be final and conclusive, and the protestor's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.
- (6) The City should defer award of a contract where the decision to award has been protested unless there is a written determination by the City Manager that proceeding without delay is

necessary to protect the public interest or unless the bid or offer of the prospective awardee would expire.

- (7) The validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal is filed.
- (8) The exclusive relief allowed if a protest is granted is to void the decision being protested. If a contract has already been awarded and performance under the contract has begun, the contract need not be voided if not in the public interest to do so. Under no circumstances will any monetary amount be allowed to the protestor as part of any relief granted.
- (9) Strictly following these procedures shall be a mandatory prerequisite for protest of the City's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.

(b) A protest may not be based upon the alleged non-responsibility of a person to whom the City awards or makes a decision to award a contract.

U. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the consultant'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 Consultant'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 consultant that such consultant 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 sub-Consultant or vendor.

Successful consultant shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees. Successful Consultant understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Consultant, the employees 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.

V. Termination for Convenience

The performance of work under contract may be terminated by the Public Body upon written notice to the successful firm without cause, for any reason in whole or in part; whenever it is determined that such termination is in the Public Body's best interest. In the event of such termination, the rights and obligations of the parties, which by their nature survive termination of services covered by a contract, shall remain in full force and effect after termination. In the event of such termination, the successful firm shall be paid for services rendered and approved up to the date of termination. The successful firm may submit any termination claim within 60 days after receipt of the notice of termination.

W. Termination for Nonpayment

In the event the Public Body fails to make payment in accordance with applicable standard payment terms, the successful firm may declare the Public Body in default and exercise any right to cure such default. If the Public Body fails to cure such default within 30 days of receiving such written notice, the successful firm may, by giving written notice to the Jurisdiction, terminate the contract and/or the applicable Scope of Work as of the end of such 30-day period on such date as is specified in such notice of termination.

X. Notice of Cure

A cure letter is used when a successful firm has failed to perform or deliver in accordance with the provisions of contract. Such notice provides the successful firm a period of time to correct or “cure” the deficiency and places successful firm on notice as to the consequences for failure to take the required corrective action. Such notice may be given orally or in writing. Notice of Cure informs the successful firm that non-conformance is a breach of contract and if the deficiency is not corrected within a stated number of days, the Public Body will terminate the contract for default and hold the successful firm liable for any excess costs.

END OF GENERAL TERMS AND CONDITIONS