



**CITY OF HARRISONBURG
DEPARTMENT OF FINANCE
AND PURCHASING
345 SOUTH MAIN STREET
HARRISONBURG, VA 22801**

REQUEST FOR PROPOSAL (RFP) COVER PAGE

ISSUE DATE: June 9, 2015	REQUEST FOR PROPOSAL NUMBER: 2015046-PW-P	FOR: On-Call Term Contract for Consulting Engineering Firms
DEPARTMENT: Public Works	DATE/TIME OF CLOSING: June 30, 2015 – 2:00PM Local Time	CONTRACT ADMINISTRATOR: Thomas Hartman, PE, Assistant Director of Public Works
DATE/TIME LAST DAY FOR QUESTIONS: June 23, 2015 – 12:00PM (Noon) Local Time	DATE/TIME PRE-PROPOSAL MEETING: June 17, 2015 – 2:00PM Local Time. Located at 345 South Main Street Room 205.	PRE-PROPOSAL MEETING MANDATORY: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the City of Harrisonburg the items or services offered and accompanying attachments shall constitute a contract.

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Office, 345 South Main Street, Room 201, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The City does not discriminate against small and minority businesses or faith-based organizations.

VENDOR INFORMATION

Name of Vendor: _____ Telephone #: _____
 Address: _____ Federal Employer Identification #: _____
 _____ State Corporation Commission #: _____
 Contact Name: _____ Contact Email Address: _____

By signing this bid, Vendor(s) certifies, acknowledges, understands and agrees to be bound by the conditions set forth in this RFP.

VENDOR'S LEGALLY AUTHORIZED SIGNATURE _____
DATE

PRINT NAME _____
TITLE

Please take a moment to let us know how you found out about this Request for Proposal (RFP) – Check one:

- City of Harrisonburg Website eVA Website Bid Room (Please List) _____
 The Daily News Record Newspaper Notified by City Directly Posted on Municipal Building bulletin board
 Other (Please List) _____

****This document must be completed & returned with proposal submission.***

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1.0 PURPOSE

The City of Harrisonburg (City) is seeking sealed proposals from Consulting Engineering Firms (Consultant) who wish to be considered to provide on-call professional engineering services for inspection, planning, and design projects located throughout the City. These services shall be provided on an “as needed” basis. The Consultant may choose to propose on all or any combination of the Scope of Services in which the Consultant has an interest. The City may award multiple contracts from this RFP. Consultants may be selected to provide services for more than one Group as described in the Scope of Services.

Under Scope of Services the City has listed each type of Group in which Contracts shall be awarded. The City intends to award multiple Contracts per Group and select at a minimum two (2) Consultants per Group. At such time as a project is ready to be developed by the City, each of the selected Consultants would be given opportunity to submit individual proposals for the project. The City would make a final Consultant selection based on the submitted project specific proposal from the selected Consultants, and at that time enter into a Project Specific agreement.

For many of the Groups listed below it is anticipated that the Consultant selected could consist of more than one engineering consultant. For example the Transportation Facility Design Group requires survey, geotechnical, right of way services, etc, therefore, it is not expected nor intended that the City will only consider Consultants able to provide all services “in-house”. At the time of consultant selection, the selected Consultant would be the entire “team” included in the Consultants RFP submittal for that Group.

The City will host a pre-proposal meeting for this RFP to further explain our intent of this RFP.

Contracts may be renewable for four (4) additional one (1) year terms at the option of the public body. The fair and reasonable prices as negotiated shall be used in determining the cost of each project performed and the sum of all projects performed in a one-year contract term shall not exceed \$500,000 per contract group and \$100,000 per single project. Actual project procurement negotiations will be focused on project scope, schedule and man-hours to complete the project.

Consultants may submit separate RFP’s for each Group they wish to be considered for, or may submit one (1) comprehensive RFP for all Groups in which they wish to be considered. In each event the Consultant is required to submit the attached Consultant Consideration Request Form.

The City makes no guarantee as to the minimum amount of work that will be awarded to each Consultant.

2.0 SCOPE OF SERVICES

The scope of services for this RFP is as outlined below and each description of services is general in nature. All inspection, planning and design services shall meet all Virginia Department of Transportation, Virginia Department of Environmental Quality, Virginia Department of Health, City of Harrisonburg, American Association of State Highway and Transportation Officials, Americans with Disabilities Act, and other applicable local, state, or federal regulations. The City will at the time of actual project solicitation, provide more detailed requirements as to regulations and guidelines that the project must follow.

GROUP #1 – STRUCTURE INSPECTIONS

(1) Structural (Bridge)

- (a)** Inspection services related to VDOT and FHWA Bridge Safety inspection requirements. Every City maintained bridge is required to be inspected at a minimum once every two years with some needing yearly inspections.

(2) Structural (Other)

- (a)** Inspection services related to but not limited to the following:
 - (i)** Annual traffic signal pole inspection program
 - (ii)** Annual retaining wall inspection schedule
 - (iii)** Parking Facility or other City structural infrastructure

GROUP #2 – CONSTRUCTION INSPECTIONS

(1) Construction Inspections

- (a)** Inspection services related to the construction of capital projects within the City. Services would include Construction Management, and Inspection. Inspection services would include, but is not limited to; compaction (Nuclear Density Gauge), concrete, asphalt, soils, works zone, water and sewer infrastructure, utility relocation, stormwater and ESC inspections, and other specific inspections are required.

GROUP #3 – STRUCTURAL DESIGN SERVICES

(1) Structural Design

- (a)** Design services for the construction, reconstruction, or rehabilitation of the following types of structures:
 - (i)** Roadway or Pedestrian Bridges
 - (ii)** Traffic signals
 - (iii)** Retaining walls
 - (iv)** Parking decks
 - (v)** Other structural type infrastructure within the City.

GROUP #4 – TRANSPORTATION FACILITY DESIGN SERVICES

(1) Transportation Facilities Design

- (a)** Complete Transportation Facility design services, which include both vehicular, pedestrian, bicycle, and transit facilities. The services included with this category shall include but are not be limited to the following:
 - (i)** Survey
 - 1. Complete Topographic and Boundary Survey
 - 2. Plat preparation, which include Fee Simple, Permanent and Temporary Easements
 - (ii)** Geotechnical Investigations
 - (iii)** Hydraulic / Hydrology Analysis
 - 1. Flood Studies

- 2. Wetland delineation
- (iv) Roadway Design
 - 1. Right of Way Plans
 - 2. Roadway Construction Plans
 - 3. Signage, Striping, and Signal Plans
 - 4. Utility Relocation Plans
 - 5. Roadway Stormwater Management Plans
 - 6. Landscaping Plans
 - 7. Maintenance of Traffic and Transportation Management Plans
- (v) Environmental Documentation / Permitting
 - 1. State Environmental Review Process assistance
 - 2. Assistance with all federal, state, and local permits
 - 3. SWPPP Preparation
- (vi) Construction Document Preparation Assistance
- (vii) Public Outreach and Involvement
 - 1. Citizen Information Meetings
 - 2. Design Public Hearings
 - 3. Stakeholder Engagement Assistance

GROUP #5 - TRAFFIC ENGINEERING SERVICES

- (1) Traffic Engineering
 - (a) Traffic Engineering services as required by City Capital Improvement Projects and potential development throughout the City. Services would include, but are not limited to the following:
 - (i) Traffic Impact Analysis Preparation
 - (ii) Traffic Impact Analysis Review
 - (iii) Traffic Data Collection
 - (iv) Traffic Simulation modeling for roadway improvements
 - (v) Traffic Forecasting
 - (vi) Public Involvement
 - 1. Citizen Information Meetings
 - 2. Stakeholder Engagement Assistance

GROUP #6 – TRANSPORTATION PLANNING SERVICES

- (1) Transportation Planning
 - (a) Transportation Planning services as required by City Capital Improvement Projects and potential development throughout the City. Services would include, but are not limited to the following:
 - (i) Planning services related to federal and state funding grants / programs
 - (ii) Complete Street planning considerations
 - (iii) Multimodal planning aspects, including bicycle & pedestrian, and public transit
 - (iv) Traffic Calming
 - (v) Parking Strategies
 - (vi) GIS Mapping Services

- (vii) Public Involvement
 1. Citizen Information Meetings
 2. Stakeholder Engagement Assistance

GROUP #7 - ENVIRONMENTAL ENGINEERING SERVICES

- (1) Environmental Engineering Services
 - (a) Environmental Engineering Services would include, but not be limited to the following:
 - (i) Preparation of permits and/or modifications of permits for the City or specific City facilities
 - (ii) Site Assessments and Remediation
 - (iii) Underground Tank Monitoring and/or Removal
 - (iv) Solid Waste Management
 - (v) GIS Mapping Services
 - (vi) Sampling and analysis of soil, air, surface water, and groundwater
 - (vii) Well installation, sampling, analysis, and associated evaluations and reporting
 - (viii) Management of closed city landfill including leachate disposal, landfill gas migration, etc.
 - (ix) GIS Mapping Services
 - (x) Spill Prevention, Control, and Countermeasure (SPCC) planning
 - (xi) Facility Stormwater Pollution Prevention Plan (SWPPP) preparation
 1. Training assistance related to SWPPP program.
 - (xii) Asbestos Assessments for various City infrastructures.

GROUP #8 – STORMWATER MANAGEMENT SERVICES

- (1) Stormwater Management Services
 - (a) Stormwater Management Services would include both planning and design work related to but not limited to the following:
 - (i) Stormwater Improvement Plan / Pollution Reduction Plan / Stormwater Master Planning (City Wide)
 - (ii) Retro-Fit project planning and design
 - (iii) Stormwater management facility rehabilitation and repair
 - (iv) New Capital project planning and design
 - (v) Infrastructure improvement planning and design
 - (vi) Survey Services
 1. Topographic and Boundary Surveys
 2. Plats and easement preparation
 - (vii) GIS Mapping Services
 - (viii) Environmental Documentation / Permitting
 - (ix) Public Involvement
 1. Citizen Information Meetings
 2. Stakeholder Engagement Assistance

GROUP #9 WATER SYSTEM PLANNING AND ANALYSIS

The City requires engineering planning and analysis, supported by computerized hydraulic modeling using the City's existing system model in the Bentley Water-CAD format. Services shall provide evaluation of existing system performance as well as the impact of various proposed system changes such as increases or reconfiguration of the network piping or addition of new pumping or storage facilities. Evaluation and optimization may consider flow delivery, pressure, energy management, and water quality.

Planning and analysis of treatment, pumping, storage, instrumentation, and control may be required. Assistance with the City's Water System Management Plan (WSMP) and Raw Water System Management Plan (RWSMP) will be required.

GROUP #10 SEWER SYSTEM PLANNING AND ANALYSIS

City is requesting engineering services to assist with all aspects of its Sanitary Sewer Management Plan (SSMP) which is available on line at www.Harrisonburgva.gov. Specific interest will apply to performing Sanitary Sewer Evaluation Studies (SSES). This will require consulting and execution of temporary sewer flow monitoring and analysis to determine whether the existing sewer collection system has adequate capacity to safely convey typical dry weather and peak wet weather flows and to identify any areas that may be at risk of sanitary sewer overflows (SSO). Additionally, the flow monitoring evaluation shall determine the effects and removal of rainfall dependent inflow and infiltration (RDII) flows to the sanitary sewer system. The selected consultant will be wholly or partially responsible for managing the temporary sewer flow monitoring activities, collecting accurate sewer flow and rainfall data, preparing RDII analysis, and summarizing the results and engineering recommendations in a report.

GROUP #11 SCADA SYSTEM STRATEGIC PLANNING

City is seeking Professional services with ability to evaluate current SCADA system, benchmark current system against industry best practices, and make recommendation in the format of a master plan toward maturity as defined below:

Level 1: The basic level where the system monitors and captures real time data.

Level 2: Includes Level 1 functions plus the master unit makes decisions and returns instructions to the remote sites

Level 3: Includes Level 2 functions with a network that includes a central unit coordinating multiple remote units that can make on site decisions.

Level 4: Includes Level 3 functions integrated into cost, productivity, reliability, sustainability, and other management decisions.

Level 5: Includes Level 4 functions with full application integration for functionality, human interface and enterprise integration

The City's focus with regard to Level 4 and 5 maturities is water and sewer system

protection and evaluation of performances, asset management, and energy management; however, open to other applications under the master plan development.

GROUP #12 UTILITY CONSTRUCTION DESIGN

(1) Utility Construction Design

(a) City Public Utilities Department is seeking engineering services for design of water and sewer facilities. Construction documents and project manual may be required for formal bid; however, most construction will be performed by “on-call construction contractor” or “force account”. The latter, on a case by case, may require less formal construction documents and may be needed on short notice. Typical work shall include, but is not limited to:

(i) Survey

1. Full Topographic and Boundary Survey
2. Plat preparation, which include Fee Simple, Permanent and Temporary Easements

(ii) Geotechnical Investigations – Subcontractors will be allowed pursuant to Section 8.4.

(iii) Hydraulic Analysis

1. Water system modeling
2. Sewer system modeling

(iv) Utility Design

1. Water and sewer plan and profile construction drawings
2. Water storage construction drawings
3. Pumping and associated equipment construction drawings
4. Water system instrumentation drawings
5. Erosion and sediment control drawings
6. Other construction drawings as required to complete utility projects

(v) Stakeholder Management and Permitting

1. Regulatory: VDH,DEQ,VDOT,
2. Coordination of other utilities
3. Assistance with internal City stakeholders
4. Assistance with external City stakeholders
5. Assistance with end user stakeholders

2.1 INDIVIDUAL PROJECT ASSIGNMENTS

2.1.1 Selection of Engineer - 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 Consultant the assignment is awarded, 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.

2.1.2 Compensation and Method of Payment - As full payment and compensation for the performance and completion of work acceptable to the City for each project, the City will pay the Consultant 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 on a time and materials basis. The hourly rates utilized to determine the cost of each assignment will not exceed the hourly rates established for this contract. Estimates for each project shall include the number of projected man-hours by personnel classification and the corresponding hourly rate. 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 shall mean the actual expenses incurred directly or indirectly in connection with the services performed and 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.

2.1.3 Performance Schedule - The Consultant shall perform work in accordance with a performance schedule negotiated at the time of project assignment. The Consultant shall assign the work to qualified personnel in sufficient numbers to complete the work according to the performance schedule and designate a qualified Project Manager to oversee each project. The Project Manager shall work continuously on the project until final reports are accepted by the City.

2.1.4 Changes in Performance Schedule - The City may make changes to the work scope, schedule, or cost previously negotiated for an individual assignment. Any changes in the scope, schedule, or cost of the work for the project shall proceed only with the express written authorization of the City. If any such increases or decreases to the scope or schedule are authorized then they shall be adjusted in cost and time accordingly. The Consultant will not be entitled to adjustments that in the opinion of the City do not result in a change or have not been previously authorized.

2.2 PROFESSIONAL STANDARDS AND ABILITIES

Consultants shall be properly licensed in accordance with applicable local, state and federal regulations and should demonstrate their ability to:

2.2.1 Perform all tasks in accordance with generally accepted professional standards.

2.2.2 Provide to the City the best possible advice and consultation within Consultants authority and capacity as a Professional Engineer.

2.2.3 Comply with the regulations, laws, ordinances and requirements of all governmental agencies and authorities that have jurisdiction over design

criteria and environmental impact applicable to individual projects.

- 2.2.4 Assign work to be performed to qualified personnel in sufficient numbers to meet negotiated performance schedules.

2.3 CITY OF HARRISONBURG RESPONSIBILITIES

The City shall:

- 2.3.1 Provide to Consultant all information in its possession which relates to the City's requirements for the individual project or which is relevant to the project.
- 2.3.2 Coordinates interactions between the project team and other stakeholders including assist the Consultant in obtaining permission to enter upon public and private property as required for the Consultant to perform his services.
- 2.3.3 Determines and approves required levels of quality including examine all studies, test results, reports, sketches, drawings, specifications, proposals and any other documents presented by the Consultant.
- 2.3.4 Designate a person to act as its representative with respect to the work to be performed for each assignment. Such person shall have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services performed.
- 2.3.5 Defines the project change management plan and evaluates and approves / disapproves any request for change. May also include decisions on preventive action and corrective action.

3.0 INSTRUCTIONS TO OFFERORS

- 3.1 One (1) paper copy and one (1) electronic copy (on CD or thumb drive) of the proposal shall be submitted to:

City of Harrisonburg Purchasing Office
Ms. Pat Hilliard, Procurement Manager
345 South Main Street, Room 201
Harrisonburg, VA 22801

Electronic copy must be identical to the hard copy. If the proposal contains proprietary information offerors shall provide a copy clearly marked "**REDACTED COPY**" in addition to the provided hard copy.

- 3.2 A Pre-Proposal meeting will be held on **Tuesday, June 17, 2015 at 2:00 pm EST** at

the City of Harrisonburg Municipal Building, 345 South Main Street, Room 205. Attendance is **NOT** mandatory, but is encouraged as Staff will describe the proposed services and explain the selection procedure.

- 3.3** Questions related to the RFP and the selection process should be in writing and directed to:

Pat Hilliard, CPPB
Procurement Manager
Fax: (540) 432-7778
E-mail: Purchasing@harrisonburgva.gov

Questions or requests for clarification may be faxed or emailed to the contact listed above by **Tuesday June 23, 2015** at 12:00pm (noon), local time. All relevant questions and responses to inquiries will be posted as addenda on the City's Purchasing web page at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposals.

- 3.4** All proposals must be in an opaque, sealed envelope or box and clearly marked: "On-Call Term Contract for Consulting Engineering Firms RFP 2015046-PW-P". Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership or individual). All expenses for making this proposal to the City shall be borne by the offeror. **All proposals shall be received at the address listed above no later than Tuesday June 30, 2015 at 2:00pm, local time.** Any proposal received after this time and date will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The Offeror has the sole responsibility to have the proposal received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date. Clearly identified proprietary information will not be disclosed during the selection process. Attachment B provides a place to identify any proprietary information. Proposals may be withdrawn any time prior to proposal opening upon written request by the Offeror to the Purchasing Office.

*PLEASE NOTE: The City of Harrisonburg Municipal Building (345 South Main Street) is currently undergoing construction around the facility. Parking options tend to be congested throughout the day. It is recommended to park on the North side of the building in visitor parking (follow signs). Please take this into account when submitting your bid/proposal document and give yourself enough time to park and take your bid/proposal to the correct office for acceptance.

- 3.5** The RFP response shall be organized in the following order:

- Signed Cover Page

- Cover Letter / Executive Summary
- Table of Contents
- Scope of Work
- Team Organization Chart
- Full size copies of DPOR supporting registration/licensing documentation for each firm (including that of each pertinent branch office)
- Full size copies of DPOR registration certificate for Key Personnel
- SCC Form (Attachment A)
- Proprietary Information (Attachment B)
- Insurance Form (Attachment D)
- Certification regarding Debarment (Attachment E)
- Exceptions to Terms & Conditions (Attachment F)
- Firm Data Sheet (Attachment G)
- Standard Form (SF) 330 Part I – One combined for the project team (Appendix H)
- Standard Form (SF) 330 Part II – One for each firm (Appendix H)
- Category Consideration Request Form (Appendix I)
- System for Award Management (SAM) Form if awarded contracts using Federal Funds (Attachment K), if awarded Federally Funding Project
- City of Harrisonburg Business License, if awarded the contract

3.6 Furnish current SF 330 Part II for each firm involved, and one (1) combined SF 330 Part I for the project team. Please follow the instructions included on the form, unless indicated otherwise within this RFP.

3.7 As referenced in SF 330 Part I, Section D (Organizational Chart of Proposed Team), a one page organizational chart showing all firms involved and key personnel assignments and responsibilities is required to be included.

3.8 Indicate KEY PERSONNEL ONLY resumes in SF 330 Part I, Section E (Resumes of Key Personnel Proposed for This Contract). Key personnel are defined as those to whom the contract will be assigned and who will be performing the actual management of the work and be responsible for inspection, administrative and design services. Each resume shall be limited to one page per person with a font no less than 10 point.

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

3.9 In SF 330 Part I, Section F (Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract), limit example projects to no more than ten (10).

3.10 In SF 330 Part I, Section G (Key Personnel Participation in Example Projects), limit example projects to no more than ten (10). The example projects listed in Section G (#29) should match the example project list provided in Section F.

3.11 In SF 330 Part I, Section H (Additional Information), the consultant should detail the plan to assure the City that the staff submitted for evaluation will be available for the services requested by the RFP. Section H of SF 330 Part I is limited to a maximum of ten (10) pages with a font no less than 10 point. This section should describe the organization of the proposed project staff indicating the role of each by individual. If subconsultants are proposed, the role of each subconsultant should be discussed. It should also include statements that are responsive to the attached Consultant Short List Score Sheet that will be used to evaluate your submission.

3.12 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, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (<http://www.state.va.us/dpor>). Board regulations require that all professional corporations and business entities that have branch offices located in Virginia which offer or render any professional services relating to the professions regulated by the Board be registered with the Board. Registration involves completing the required application and submitting the required registration fee for each and every branch office location in the Commonwealth. All branch offices, 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 each branch. All firms involved that are to provide professional services must meet these criteria prior to submitting a proposal to the City of Harrisonburg. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.

3.12.1 The offeror awarded the contract shall obtain a City of Harrisonburg Business License before executing contract.

3.13 Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly.

Affiliate - Any business entity which is closely associated to another business entity so that one entity controls or has the power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the

two firms are one entity. Firms that 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 to be affiliates.

- 3.14** Consultants shall complete and include in response the Category Consideration Request Form. This form is to provide the Consultant the opportunity to request consideration for one or more of the listed categories under Scope of Services. The City will use this form to assist in making its decision; however the City shall make the final determination as to which Consultants will be selected for each category.

4.0 PROPOSAL REQUIREMENTS

Submittals shall be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. Please do not duplicate information furnished in the SF 330 Parts I or II elsewhere in the submittal. All pages are to be 8 ½" by 11", single spaced type no smaller than 10 fonts.

- 4.1** Proposals shall include all items listed in Section 3.4 above.

4.2 Required Elements

The proposal submitted shall include, at a minimum, the following:

- 4.2.1** In 2 pages or less per Group (if submitted for more than one Group), provide information that will indicate your firm's ability to provide the services listed in each category the Consultant is seeking consideration.
- 4.2.2** In two (2) pages or less (total regardless of Groups) please provide information that emphasizes the Consultants methodology and qualifications in the following areas: Quality control and Quality Assurance, Project Management, and Controls of multi-disciplinary activities.
- 4.2.3** Provide three references where similar work has been performed.
- 4.2.4** Please indicate, by executing and returning the attached Certification Regarding Debarment forms (Attachment E), 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 Federal or State funds:
- Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any local, state or federal agency.
 - Has been suspended, debarred, voluntarily excluded or

determined ineligible by any local, state or 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 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.

4.2.5 The Offeror shall include signed copies of any and all addenda to the RFP as set forth in Section 3.2 of this RFP.

4.2.6 The Offeror shall complete the State Corporation Commission (SCC) Form (Attachment A) and provide as part of the proposal documents.

5.0 PROPOSAL EVALUATION CRITERIA

Initial Consultant Selection per Group (multiple selections)

5.1 Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposals determined to not meet one or more material RFP requirements may be excluded. The minimum selection criteria will include:

5.1.1 The specific experience, professional competence, and qualifications of the proposing firm and personnel. 25%

5.1.2 A clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the proposing firm's plan for accomplishing the Scope of Services. 25%

5.1.3 Current and past experience in providing similar services. 20%

5.1.4 References and previous client evaluations from other government and/or commercial entities shall be considered to include documented experience in performing and completing similar tasks/services for other governmental and/or commercial clients in a professional, efficient and timely manner. 20%

5.1.5 Compliance with contractual terms. Exceptions to terms will be listed on Attachment F. 10%

5.1.6 Cost of Services (**Short listed firms only**). Although prices, rates or fees **ARE NOT** to be submitted with the initial proposal response, such proposed

non-binding and/or binding fees may be considered for those firms involved in the discussion and negotiation phases of the selection process. If labor rates are requested, the rates specified by the Offeror shall include all direct and indirect overhead costs, including but not limited to, transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.

Individual Project Assignment Selection

5.2 Individual project assignments will be negotiated for each specific project on an “as needed” basis. The Consultants will be required to provide the City a proposal for the assignment, and the City will select a Consultant based on the following criteria:

- 5.2.1** A clear understanding of the project scope and work that is to be performed. 25%
- 5.2.2** A clear methodology of how the Consultant will deliver the project in a successful manner. 20%
- 5.2.3** Identification of key personnel and subconsultants that will be used by the Consultant to deliver the project. 10%
- 5.2.4** A detailed performance schedule of project development. 25%
- 5.2.5** A detailed hourly breakdown for each phase of the project. 20%

5.3 The City reserves the right to cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the City.

6.0 CONTRACT AWARD

6.1 The City’s evaluation committee will read, review and evaluate each proposal based on the criteria as stated in the proposal. A preliminary rating will be used to select the offerors for further consideration, the short list.

6.1.1 The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the City in addition to the review of the professional competence of the offeror.

6.1.2 The Request for Proposal shall **not**, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the City

may discuss nonbinding fee schedules and/or total project costs including man-hours or costs for services. If an offeror is selected for interview, that offeror shall submit to the City, within three (3) working days of notification, their non-binding fee/rate schedule. The specific cost proposal format(s) will be provided to the top rated Offeror(s) at the time the request is made. The individual offeror's fee/rate schedule should include a rate for all labor categories that the offeror anticipates using on the project.

- 6.1.3** At the conclusion of discussion, on the basis of evaluation criteria so stated in the Request for Proposal and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.
- 6.1.4** Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the City may award contracts to more than one Consultant.
- 6.1.5** Should the City determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
- 6.1.6** The contract document will incorporate by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.
- 6.1.7** The City is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous or otherwise debrief any Offeror.

7.0 PAYMENT TERMS

Payment will be made to the offeror once each month based upon City approved satisfactory and actual services rendered and/or goods received and invoices submitted by offeror.

8.0 SPECIAL TERMS AND CONDITIONS

8.1 Contract Term/Contract Renewal/Contract Extension

- 8.1.1** Contract Term - The initial term of this contract shall be effective for one (1)

year from the date of the Notice of Selection. Fees shall not exceed \$500,000 per contract. For any single contract the contract fee shall not exceed \$100,000, per VA state code 2.2-4302.2. It is understood that the Architect's/Engineer's work may not be completed during the contract term; however, all terms and conditions of this contract shall survive until work is completed.

8.1.2 Contract Renewal - This contract may be renewed by the City for four (4) successive one year periods under the terms and conditions of the original contract except as stated in subsections 8.1.2.1 and 8.1.2.2 below. Price increases may be negotiated only at the time of renewal. Upon a determination by the City to renew this contract for an additional term, written notification will be given to the Consultant. The second term shall begin one (1) year from the date of the initial Notice of Selection. A new aggregate limit of \$500,000 group total/ \$100,000 single project limit shall apply to the second contract term and for every renewal thereafter. Any unused amount from the first term shall not carry over to the second term and for every renewal thereafter.

8.1.2.1 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 of the Commodity and Services Group – Other Services category of the Urban Wage Earners and Clerical Workers section of the Consumer Price Index (CPI-W) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

8.1.2.2 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 of the Commodity and Services Group – Other Services category of the Urban Wage Earners and Clerical Workers section of the Consumer Price Index (CPI-W) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

8.2 Federal Funds – Apply to Only Federally Funded Projects

During the course of its normal operation, the City may become responsible for the advertisement and administration of roadway construction projects that are federally funded. For these projects, the federal guidelines and requirements identified in Executive Order 11246, U. S. DOT 1050.2, and the DBE Policy Statement included in Exhibit 1 shall be required. Wherever the designation of “Local Government” exists in Exhibit 1, it shall mean City of Harrisonburg; and wherever “EOI” exists, it shall mean Expression of Interest or Proposal.

The Firm Data Sheet included in the exhibit is to be completed to identify DBE and SWAM Firms that are utilized as subcontractors on typical road construction projects. This form should be submitted along with your proposal.

The City believes services to be provided under the resulting contract support 10% DBE participation.

If portions of the services are to be subcontracted to a DBE, the following needs to be submitted with your EOI and both must reference the project number(s) for the services

8.2.1 Written documentation of the Consultants commitment to the DBE firm to subcontract a portion of the services, a description of the services to be performed and the percent of participation.

8.2.2 Written confirmation from the DBE firm that it is participating, including a description of the services to be performed and the percent of participation.

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

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

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

DBE certification entitles consultants to participate in VDOT's DBE 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.

8.3 Negotiating Contract Reductions

The City reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Consultant

and the City at the time of contract execution/issuance of the purchase order. The City may initiate such negotiations whenever the City determines that it is in the City's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the City may terminate the contract/purchase order immediately and without penalty if the City is unable to renegotiate the compensation with the Consultant to an amount which the City determines to be appropriate.

8.4 Subcontracts

No portion of the work shall be subcontracted without prior written consent of the City. In the event that the Consultant desires to subcontract some part of the work specified herein to a subcontractor other than those identified in the contract, the Consultant shall furnish the City the names, qualifications and experience of their proposed subcontractors. The Consultant shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract and compliance with applicable General Terms and Conditions (including, without limitation, the non-discrimination and drug-free workplace provisions).

8.5 Ownership of Materials

Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

8.6 Proprietary Information

Trade secrets or proprietary information submitted by an Offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of this section PRIOR to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Attachment B provides a place to identify any proprietary information. If proprietary information is included in the proposal, a copy of the proposal shall be included with proprietary information redacted. This copy must clearly be labeled "REDACTED COPY".

8.7 Insurance Requirements

Refer to Attachment D.

9.0 GENERAL TERMS AND CONDITIONS

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the

manual is available for review at www.harrisonburgva.gov/bids-proposals.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, 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, will 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 these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The City does not discriminate against small and minority businesses or faith based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have 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, unless consideration of substantially equal or greater value

was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. **(For Invitation For Bids(ITB):)** Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. **(For Request For Proposals(RFP):)** Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Individual contractors shall provide their social security numbers, and proprietors , partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
- f. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, 2.2.4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the City and the subcontractor(s), in writing, of the contractor's

intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms

and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an “equal” product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

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 subcontractor or vendor.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other

public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia>



Attachment A: STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:

- is a corporation or other business entity with the following SCC identification number: _____ **-OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this RFP an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ Date: _____

Name: _____
(Please Print)

Title: _____

Name of Firm: _____

**This form MUST be completed and returned with your RFP submission documents.*



**ATTACHMENT B: PROPRIETARY/CONFIDENTIAL
INFORMATION IDENTIFICATION**

Name of Firm/Offeror:

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Check this box if there are none.

**This document must be completed and returned with proposal.*



**Attachment C:
CITY OF HARRISONBURG, VA
SAMPLE STANDARD CONTRACT RFP**

This Contract entered into this ___ day of _____ 20___, by _____ hereinafter called the “Contractor” and City of Harrisonburg, VA, called the “Owner”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official Request for Proposal (no revisions by the Contractor)

dated: _____

If applicable, any Official City Addenda(s):

#1, dated: _____

- (3) The Contractor’s Proposal dated _____ and the attached negotiated modifications (if applicable) to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

CITY OF HARRISONBURG, OWNER:

By: _____

By: _____

Title: _____

Title: _____

Attachment D: Insurance Requirements Form

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

- 1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**
- 2.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.
- 3.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.
- 4.) The contractor will maintain professional liability insurance with a limit of at least \$1,000,000. It is preferred that the coverage be on an occurrence basis. If the policy is on a claims made basis, this should be noted. If the contractor has professional liability insurance on a claims made basis, agreement must be made that coverage will be maintained for at least three years beyond the expiration date of the policy in force at the time of this contract. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage.

BIDDER STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Signature: _____ Date: _____

Name: _____ Title: _____
(Print)

Name of Firm: _____

****This form must be completed & returned with your bid documents.****

Attachment E: CERTIFICATION REGARDING DEBARMENT

PRIMARY COVERED TRANSACTIONS

(To be completed by a Prime Consultant)

Project: _____

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

- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participants 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
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Name of Firm

**This form MUST be completed and returned with your RFP submission documents.*

Attachment E: CERTIFICATION REGARDING DEBARMENT

LOWER TIER COVERED TRANSACTIONS

(To be completed by a Sub-consultant)

Project: _____

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

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

Signature

Date

Title

Name of Firm

**This form MUST be completed and returned with your RFP submission documents.*

ATTACHMENT F: EXCEPTIONS TO TERMS AND CONDITIONS

Comments and exceptions substantially altering the terms and conditions will not be considered after conclusion of the bid process and the award of a contract. Failure to submit a marked-up copy of the terms and conditions with a bid proposal will be interpreted by the City as the offeror's acceptance of the terms and conditions provided herein.

List exceptions to any portions of RFP

Check this box if there are none.

**This form MUST be completed and returned with your RFP submission documents.*

Attachment G: FIRM DATA SHEET

Funding: __ (S=State F=Federal)

Project No.: _____

Division: _____

EOI Due Date: _____

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and allsubconsultants. 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 will result in the proposal not being considered.

Firm's Name and 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/SWAM Firm Not Certified by

DMBE

NA = Firm Not Claiming DBE/SWAM

Status

YS = SWAM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business. DMBE is the Virginia Department of Minority Business Enterprise

**This form MUST be completed and returned with your RFP submission documents.*

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157
Expires: 11/30/2017

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 29 hours (25 hours for part 1 and 4 hours for Part 2) per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0157, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

Part II - General Qualifications

See the " **General Instructions** " on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries (<i>Planning & Relocation</i>)	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

**This form MUST be completed and returned with your RFP submission documents.*

GROUP CONSIDERATION REQUEST FORM - ATTACHMENT I

Group	Request Consideration (Y/N)
1a - Structural Inspections (Bridge)	
1b - Structural Inspections (Other)	
2 - Construction Inspections	
3 - Structural Design Services	
4 - Transportation Facility Design Services	
5 - Traffic Engineering Services	
6 - Transportation Planning Services	
7 - Environmental Engineering Services	
8 - Stormwater Management Services	
9 - Water System Planning and Analysis	
10 - Sewer System Planning and Analysis	
11 - SCADA System Strategic Planning	
12 - Utility Construction Design	

**This form MUST be completed and returned with your RFP submission documents.*

Attachment J: CONSULTANT SHORT LIST SCORE SHEET

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

EOI 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 asrelated 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 asrelated to the scope of services) (1=least, 10=most)	1-10					40%		
QUALIFICATIONS OF PROJECT MANAGER (Expertise, experience and qualifications in project management as relatedto 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 sizeof project, proposed project staff resources, proposed use of subconsultants)(1=least, 10=most)	1-10					20%		
PRESENT WORKLOAD WITH CITY ** (Dollar value of present outstanding feeincluding 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) or as a subcontractor on a Design-Build project shall not be included. Work being performed as a prime or joint venture on a Design-Build project shall be included.) † (Only Category ___ workload is counted on this selection*)	Above \$8,000,000 7,000,001-8,000,000 6,000,001-7,000,000 5,000,001-6,000,000 4,000,001-5,000,000 3,000,001-4,000,000 2,000,001-3,000,000 1,500,001-2,000,000 1,000,001-1,500,000 500,001-1,000,000 0-500,000	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.

**When determining total Present Workload with the CITY, the outstanding workload of each DBE/SWaM subconsultant will not be counted.

† The outstanding workload of any certified DBE or SWaM prime and subconsultant is not to be included. When a DBE or SWaM firm graduates from the program, their

workload incurred while a DBE or SWaM will be exempted for the next three years. Any work obtained after graduating from the program will be counted.

In determining the final short list, the top ranked firms and their subconsultants will have their City of Harrisonburg Consultant Performance Reports reviewed and/or references checked.

ATTACHMENT K
SYSTEM FOR AWARD MANAGEMENT [SAM] FORM

WHAT IS SAM?

The **System for Award Management (SAM)** is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the link provided below. User guides and webinars are available under the Help tab. You must have an active registration in SAM to participate in this procurement.

<https://www.sam.gov/portal/SAM/#1>

System for Award Management – [SAM] registration information:

The undersigned Offeror:

is registered in SAM – provide DUNS Number _____

is in process of registering in SAM - provide DUNS Number _____

Signature: _____ **Date:** _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

****This document must be completed & returned with proposal submission.***