

TOWN OF CULPEPER
SOLICITATION FOR GOODS, SERVICES, CONSTRUCTION OR INSURANCE

TITLE: Water System Assessment

NUMBER: DES-18-38001

FORM OF SOLICITATION: Request for Proposal

DUE DATE AND TIME FOR SUBMISSION: November 30, 2018 at 2PM local time

BONDS
(Check mark indicates bond is required)

Bid Bond (5% of bid)
 Performance Bond (full amount of contract price)
 Payment Bond (full amount of contract price)

ADDRESS FOR SUBMISSION: Lisa Wortman
Management Analyst and Procurement Officer
400 S Main Street, Suite 105
Culpeper, VA 22701

CONTACT INFORMATION FOR QUESTIONS OR COMMENTS ON THIS
SOLICITATION:

Lisa Wortman
Management Analyst and Procurement Officer
lwortman@culpeperva.gov
(540)829-8250

THE FOLLOWING PERSONS ARE DESIGNATED BY THE TOWN MANAGER TO
HAVE AUTHORITY TO BIND THE TOWN WITH REGARD TO THIS SOLICITATION:

Jim Hoy, P.E., Director of Public Services

Authorized by the Town Manager: 
Christopher D. Hively, P.E.

Date: 10/4/18

TABLE OF CONTENTS

I) SUBMISSION OF OFFER 3

- A) Scope and Specifications of Procurement..... 3
- B) Evaluation of Proposals 4
- C) Insurance Checklist 5
- D) Type of Contract 6
- E) Questions and Comments Regarding Terms of the Solicitation and Modification of Terms 7
- F) Method for Making Submission 7
- G) Vendor Information Form and Certifications 8
- H) Compliance with Directions..... 9

II) EVALUATION OF OFFER 9

- A) Net Prices and Delivery Terms; Tax Exemption and Responsibility..... 9
- B) Required Elements of Offer Package 9
- C) Proposal Evaluation Framework..... 11
- D) Determining if Vendor is Responsible 12
- E) Exceptions to Terms of the Solicitation 12
- F) Offer Acceptance Period 12
- G) Withdrawal of Offers..... 13

III) METHOD OF AWARD OF CONTRACT..... 13

- A) Negotiation and Award..... 13
- B) Award in Whole or in Part..... 13
- C) Multiple Awards..... 13

IV) FORM OF CONTRACT AND RELATED DOCUMENTS 14

- A) Use of Town Standard Form Contract 14
- B) Use of AIA and Similar Forms 14
- C) Differing Terms in Contractor-Supplied Forms..... 14

V) MISCELLANEOUS 14

- A) Authority of Agents..... 14
- B) Cooperative Procurement 15
- C) Examination of Documents 15
- D) Definitions..... 16
- E) Nondiscrimination; Participation of Small, Women-Owned and Minority-Owned Business..... 17

PROPOSAL EVALUATION FRAMEWORK..... 18

VENDOR INFORMATION FORM 19

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA 21

I) SUBMISSION OF OFFER

A) Scope and Specifications of Procurement

The Town is soliciting procurement of Engineering Services. The specifications for this procurement are as follows:

Goods Services Insurance Construction

General description of the subject of Procurement:

The Town is soliciting procurement of services for assessing the Town's water system to include the following:

1) Comprehensive Study of the Water System

Provide professional services to include engineering, process analysis, program management and inspection necessary to assess system performance, to include water quality, quantity and safety, of the Town water system. This assessment should include an assessment of the system design, water chemistry, operation, and administration of the surface water source and water treatment plant, groundwater wells and treatment facilities, water storage tanks and water distribution system. As part of evaluating the water distribution system, conduct a condition assessment of water distribution pipe based on applicable criteria including age and material to developing a plan to maintain and replace as necessary water distribution pipe throughout the system service area. In addition to an assessment of the existing water system, provide an action plan for improving the water system, extending the useful life of water system components where possible, and to ensure water system sustainability.

Attached for reference are the Customer Water Quality Petition, August 14, 2018, (Exhibit A), Town water treatment plant layout (Exhibit B), distribution system water model node map (Exhibit C), Consumer Confidence Reports (Exhibit D), and Annual Reports (Exhibit E), Partnership Phase III and Partnership Annual Reports (Exhibit F).

2) Comprehensive Financial Rate Study

Complete a comprehensive financial rate study based on the recommendations of the Comprehensive Study of the Water System. Recommend changes to the existing Capital Improvement Plan based on the action plan identified in the Comprehensive Study of the Water System. Evaluate the current rate and tap policy in relation to surrounding communities providing a discussion of the various changes that could be made to the rate and tap policy and anticipated resulting impact on growth and revenue generation of those changes. Identify funding sources required to meet the water system maintenance and capital improvement needs identified in the action plan to include the identification of funding sources underutilized, if any, by the Town that may lessen the need for rate increases. Provide recommendations and justification for rate setting required to support the funding needs of the water system. Update the existing rate

model, or provide a new rate model, to include recommended changes and for future use by the Town.

Attached for reference are the Town Utility Rate Study for 2018 (Exhibit G) and Capital Improvement Plan (CIP) (Exhibit H).

3) Independent Fire Flow Study

Conduct a representative fire flow study of the fire hydrant system to include analysis of fire flow and pressure necessary for ensuring adequate fire protection in accordance with NFPA 291 standards. Based on the study results, provide recommendations for improving the fire hydrant system and fire flow monitoring program.

Attached for reference are the Town listing of fire hydrants within the service area (Exhibit I) and the most recent ISO evaluation of the fire protection system (Exhibit J).

4) Community Outreach

Develop a customer engagement plan and provide community outreach as appropriate throughout the study period to include, at a minimum, an initial public meeting to identify public concerns and to present the plan for implementing this scope of work, public progress meetings, and a final public meeting to present the results of the study. Also, provide recommendations on continuing customer engagement efforts after the action plan is initiated.

Exhibits provided as part of this proposal are intended to assist the Vendor in their response. Contact information for the citizen representative for the Customer Water Quality Petition can be provided upon request from the Town Manager's Designee to assist the Vendor in understanding the intent of the Petition. Vendor's can contact this individual for information only with the understanding that the citizen representative has no authority related to this solicitation and is not an employee of the Town and does not represent the Town.

B) Evaluation of Proposals

Evaluation of the proposals will be based on the proposal meeting the requirements of the solicitation and the Town's determination as to which Vendor is likely to be able to achieve the desired results and fulfill the purposes of the solicitation. Vendors are welcome to submit supporting information, which describes their ability to meet and exceed the following criteria:

- 1) Prior experience of Vendor designing and providing consulting services for similar projects.
- 2) Prior experience of Project Team designing and providing consulting services for similar projects.

- 3) Proposed schedule.
- 4) Project approach and concept to achieve objectives of the water system assessment.
- 5) Following review of proposals, Town staff may schedule interviews with finalists to allow for further evaluation of vendor qualifications and experience. These interviews will provide time for finalists to present information on project experience relevant to the stated scope of work. It is important for the Vendor to identify all employees who are anticipated to complete the majority of work on the project prior to selecting a Vendor. Team members, other than those with minor non-decision-making roles, proposed for assignment during this project must be identified within the response. It is recommended that key team members be present during scheduled interviews with finalists.

Procurement by the Town is governed by the Town Purchasing Policy, as amended, and the Virginia Public Procurement Act, Sections 2.2-4300 et seq. of the Code of Virginia, as amended. All Vendors are referred to the specific provisions of that policy and law for guidance in dealing with Solicitations. If an inconsistency exists between the Specifications of this Solicitation, the General Provisions, Contract, or other included document, or the Purchasing Policy and State Procurement Law, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

- 1) Virginia Public Procurement Act, as amended,
- 2) Town Purchasing Ordinances (Town Code, Chapter 18) and Policy, as amended,
- 3) The Specifications of this Solicitation (this section I),
- 4) The Contract,
- 5) The General Provisions of this Solicitation (Sections II – V).

C) Insurance Checklist

The minimum limits of the Contractor's Liability coverage shall be as provided in this section. Insurance may be obtained from a single insurance company and policy or from multiple companies and policies. With all types of required insurance except Worker's Compensation, the Contractor must add the Town as an additional insured. Proof of insurance showing the Town as an additional insured are not required at the Solicitation stage but are a condition precedent to the award of a Contract.

- 1) Worker's Compensation

X REQUIRED NOT REQUIRED

a) State.....Statutory

- b) Applicable FederalStatutory
- c) Employer's Liability.....\$100,000
- d) Benefits Required by Union Labor Contractors..... As Applicable

2) Professional Liability Insurance:

REQUIRED NOT REQUIRED

\$ 2,000,000.....Each Occurrence

\$ 2,000,000.....Aggregate, Products & Complete Operations

If the policy is on a claims made basis, this should be noted in the proposal. If the Vendor has professional liability insurance on a claims made basis, the Contract must provide that Vendor will maintain coverage for at least three years beyond the expiration date of the policy in force at the time of the contract. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and having an A.M. Best rating of A- or better, and the certificate of coverage must list the Town of Culpeper as an additional insured on the policy.

3) Comprehensive Automobile Liability (Owned, Non-Owned, Hired)

REQUIRED NOT REQUIRED

a) Bodily Injury:

\$1,000,000.....Each Occurrence

\$2,000,000.....Aggregate, Products & Complete Operations

b) Property Damage:

\$ 1,000,000.....Each Occurrence

\$ 2,000,000.....Aggregate

D) Type of Contract

The Town is anticipating the award of a contract on an Hourly Rate plus incidental expenses basis with a Not-to-Exceed Firm Fixed Price.

E) Questions and Comments Regarding Terms of the Solicitation and Modification of Terms

A Vendor may submit questions and comments regarding this Solicitation only to the Town Manager's designee(s) for this Solicitation. To receive an answer, all questions must be submitted no later than five (5) business (working) days before the due date. The Town may also issue clarifications or modifications of the terms of the Solicitation even if no Vendor requests it.

Any revisions to the terms of the Solicitation will be made only by written addendum issued by a Town Manager's designee, no later than three (3) days before the date set for opening of the Offers. The Vendor will not rely on any information provided orally, or by anyone other than a Town Manager's designee.

F) Method for Making Submission

One Original and an electronic copy (or 6 additional paper copies) of the Proposals shall be submitted at the specified location by the deadline. Proposals shall be submitted at the specified location by the deadline. The responsible Town employee shall receive the proposals, open them, and announce the names of the Vendors who submitted Proposals. The contents of the proposals will not be made public except as provided in the provision on Examination of Documents, V)C).

Requests for extensions of this time and date will not be granted, unless deemed to be in the Town's best interest. Vendors mailing their proposals shall allow for normal mail time to ensure receipt of their proposals prior to the time and date fixed for acceptance of the proposals. Each proposal shall be submitted in a sealed envelope with the outside of the envelope stating the name of the Vendor, its mailing address, its telephone number, and the following identification:

RFP # DES-18-38001 - WATER SYSTEM ASSESSMENT

ATTN: PROCUREMENT OFFICER

If a proposal is delivered by mail or by a parcel service, it shall be enclosed in an inner envelope/package labeled as required in the previous statement, and the inner envelope/package shall be enclosed in a mailing envelope or package. Proposals or unsolicited amendments to proposals received by the Town after the acceptance date and time will not be considered and will be returned to the proposer unopened.

G) Vendor Information Form and Certifications

- 1) **Vendor Information Form:** The Vendor must complete and file responses to questions posed in the attached Vendor Information Form and demonstrate to the satisfaction of the Town that it has the capability to perform the Contract.
- 2) **Certifications:** The Vendor shall certify, through execution of the Certification portion of the Vendor Information Form, that the following statements are true and not misleading:
 - a) That its Offer is made without any kickbacks or inducements or any prior understanding, agreement, or connection with any corporation, firm, or person submitting an Offer for the same Goods, Services, Insurance or Construction, and is in all respects fair and without collusion or fraud;
 - b) That it is not currently debarred by the Commonwealth of Virginia or the Town from submitting Offers on contracts for the Goods, Services, Construction or Insurance that is the subject of this solicitation, nor is the Vendor an agent of any person or entity that is currently so debarred.
 - c) That it has not offered or 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 or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
 - d) That to the best of its knowledge no Town official or employee having official responsibility for this Solicitation or member of his or her immediate family has received or will receive any financial benefit of more than Nominal Value or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Offer or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information required above may result in suspension or debarment of the Vendor, rescission of the Contract, or reduction in payment under the terms of the Contract of the value of such benefit.
 - e) That it has submitted a single Offer. For purposes of this provision, the term "Vendor" includes all departments and divisions of a Business and all its Affiliates.
 - f) That it is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligations if the Town awards it a Contract, and that it will not have any claim or right to cancellation or relief from the Contract because of any misunderstanding or lack of information.
- 3) **Duty to supplement:** If the Vendor becomes aware of any information which makes any part of the Vendor Information Form or Certifications no longer accurate or complete or reveals that any part of my previously submitted information is misleading,

the Vendor will immediately bring that information to the attention of the Town Manager's designee.

H) Compliance with Directions

The Vendor shall comply with all procedural instructions that may be issued by the Town.

II) EVALUATION OF OFFER

A) Net Prices and Delivery Terms; Tax Exemption and Responsibility

- 1) **Net prices:** Prices for Goods, unless otherwise specified, must be net, F.O.B. and include all charges that may be imposed in fulfilling the terms of the Contract including all applicable fees, with transportation and handling charges fully prepaid by the Contractor to destination in the Town of Culpeper, Virginia, unless otherwise specified in this Solicitation, and subject only to any discount for prompt payment that may be provided by Vendor. Extra charges not made a part of the Offer price will not be allowed.
- 2) **Default delivery schedule:** Unless otherwise specified on the Offer Submission Form or in the Specifications, delivery is to be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday except on Town holidays and days when inclement weather shuts the Town government. Delivery and invoicing must be received within 30 working days of receipt of purchase order.
- 3) **Prices to remain firm:** If a Contract is awarded, the prices offered by the successful Vendor shall remain firm for the period of the Contract.
- 4) **Tax exemption:** The Town is exempt from state and federal taxes. The Town will not pay any tax charges assessed on Goods, Services, Construction or Insurance provided by the Vendor. The Town will not indemnify the Vendor against any tax charges. Any tax assessed against the Vendor as a result of the contract resulting from this Solicitation is the responsibility of the Contractor. However, when under established trade practice any Federal excise tax is included in the list price, the Vendor may quote the list price and shall show separately the amount of Federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the Town.

B) Required Elements of Offer Package

To be considered, the Offer must contain the completed Proposal, any payment bond required, the Vendor Information Form with Acknowledgement of Receipt of Addenda Form, and any other documents, samples, or information required by the terms of the

Solicitation. Incomplete Offers will be rejected as non-responsive unless the omitted material constitutes an Informality. Any Vendor which submits an Offer agrees that such Offer becomes the property of the Town and all costs incurred for its preparation are the responsibility of the Vendor.

1) Completed Solicitation forms:

Proposals shall simply and succinctly state the information needed to evaluate them under the Proposal Evaluation Framework provided by this Solicitation. The Vendor may submit additional information and the Using Department may request additional information.

The proposal should be no more than thirty typed pages in length and should describe the consultant's experience, approach and schedule. In addition to the thirty pages allowed for the proposal, the consultant should include resumes of key individuals who will be assigned to complete this assignment.

2) Required permits, bonds and licenses:

- a) By submitting an Offer, Vendor represents that it has or can acquire all necessary federal, state and local permits and all necessary licenses, including licenses to use intellectual or real property, as of the date of performance.
- b) If this Solicitation is for Construction with a total cost of \$100,000 or more or if the blank for payment bond is checked on the cover sheet of this Solicitation, the Vendor must provide a payment bond with its Offer. If this Solicitation is for Construction with a total cost of \$100,000 or more or if the blank(s) for performance and payment bonds are checked on the cover sheet of this Solicitation, the Vendor represents that it is able to obtain the required bond(s) before it begins performance under the Contract. If a Vendor fails to obtain a required performance or payment bond, the Town will reject the Vendor's Offer and, if a Contract is awarded to the next-lowest Responsive and Responsible Offeror, the Town will call the payment bond of the Vendor who was unable to obtain the performance or payment bond. Bonding requirements are not waived except by canceling the Solicitation and issuing a new one without the bond requirement.

3) Acknowledgment of receipt of all addenda:

The Vendor will complete and execute the Acknowledgment of Receipt of addenda form.

4) Descriptive literature and specifications:

- a) Except where the Vendor intends to provide the Brand Names identified in the Solicitation or follow blueprints or similarly detailed specifications, the Vendor shall clearly and specifically identify the Goods, Services, Insurance or Construction being offered and shall enclose complete and detailed descriptive literature and specifications with the Offer to enable the Town to determine if the

Offer meets the requirements of the Solicitation. The Vendor is responsible for clearly and specifically indicating the Goods, Services, Insurance or Construction being offered and for providing sufficient descriptive literature, samples, catalog cuts and/or technical detail to enable the Town to determine if the Offer meets the requirements of the solicitation. Only the information furnished with the Offer will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring an Offer non-responsive.

- b) Unless the Vendor clearly indicates in its Offer that the product offered is an “equal” product, its Offer will be considered to offer the brand name product referenced in the solicitation.
- c) Unless otherwise expressly provided in the specifications, the name of a certain brand, make or manufacturer shall not restrict Vendors to the specific brand, make or manufacturer named but conveys the general style, type, character, and quality of the article desired. The Town Manager’s designee for this Solicitation shall determine equivalency, considering quality, workmanship, economy of operation, and suitability for the purpose intended, including compatibility with existing equipment or facilities and the need for any specialized training, peripherals, supplies, and infrastructure.

C) Proposal Evaluation Framework

- 1) **Evaluation committee:** The Town Manager will appoint a committee to evaluate each Vendor’s Proposal on the basis of the evaluation framework provided in the specifications. Each member of the committee will evaluate each Proposal. Those evaluations will then be averaged and the averages referred to the committee for review.
 - a) For Professional Services, the committee will select for individual discussions two or more Vendors that the committee deems are fully qualified, responsible and suitable on the basis of the averaged committee evaluations. (However, if the committee determines in writing that only one Vendor is fully qualified, or that one Vendor is clearly more highly qualified and suitable than the others under consideration, a Contract may be negotiated and awarded to that Vendor.)
 - b) For Goods, Insurance or Non-Professional Services, the committee will select two or more Vendors that the committee deems are fully qualified and best suited among those submitting proposals, on the basis of the factors involved in this Solicitation. (However, if the committee determines in writing that only one Vendor is fully qualified, or that one Vendor is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Vendor.)
- 2) Negotiation and award of the Contract shall follow the Town Policy on Competitive Negotiation.

D) Determining if Vendor is Responsible

- 1) **Award only to a “Responsible Vendor”:** The Contract shall only be awarded to a Vendor that, through evidence submitted or information available to the Town, has shown that it has the capability, in all respects, to perform fully the contract requirements and has shown that it has the moral and business integrity and reliability that will assure good faith performance.
- 2) **Additional information:** The Vendor, if requested, must present within two business days, evidence satisfactory to the Town of the Vendor’s ability to perform the Contract and possession of necessary facilities, pecuniary resources, and adequate Insurance to comply with the terms of this Solicitation and any resulting Contract. The Town reserves the right to inspect the Vendor’s physical facilities prior to award to satisfy questions regarding the Vendor’s capabilities.
- 3) **Vendor in default:** No Offer will be accepted from or Contract awarded to any Vendor that is in arrears, or is in default to the Town upon any debt, or that is a defaulter as surety or otherwise upon any obligation to the Town, until all such debts are paid. A Vendor which previously defaulted on a Contract with the Town may be disqualified for a period of time, depending on the size of the defaulted Contract and the circumstances of the default.
- 4) **Process for determination with Competitive Sealed Proposals:** With any Request for Proposal, the Town shall follow the process set forth in Virginia Code § 2.2-4359 before making a determination of no responsibility.

E) Exceptions to Terms of the Solicitation

Vendors are encouraged to use the question and comment process provided in paragraph 1.E of this Solicitation. A Vendor may take exception to the terms of the Solicitation by making the exceptions clear in writing attached to the Offer and suggesting alternatives that will meet the Town’s needs as identified in the Solicitation. However, if the exceptions involve more than minor variations or if they negatively affect the price, quality, quantity or delivery schedule for the Goods, Services, or Construction being procured, then the Vendor’s Offer will be rejected.

F) Offer Acceptance Period

Unless withdrawn under the terms of this provision or as otherwise provided in this Solicitation, the Vendor’s Offer is binding upon the Vendor for at least ninety (90) calendar days following the Solicitation Due Date. This ninety calendar day acceptance period may be extended by mutual agreement of the Vendor and Town in writing signed by the Town Manager’s designee and the Vendor’s Contact Person as identified on the Vendor Information Form. Vendor further agrees and understands that (except to the extent of any

payment bond and the requirement to indemnify the Town for costs incurred in protection of the Vendor's confidential information under V)C)3)) there is no binding agreement, no contractual relationship, no understanding nor mutual assent until a Contract is signed, executed and exchanged by and between the Vendor and the Town. Except where the Town Manager is authorized to execute Contracts under Town Policy, no Contract with the Town can be executed or has any effect until the Town approves it by recorded affirmative vote.

G) Withdrawal of Offers

Withdrawal of Construction Contract Proposals is strictly governed by Virginia Code § 2.2-4330, which is hereby adopted for all Town Procurement Contracts and incorporated mutatis mutandis herein. If an Offer may be lawfully withdrawn under said Section, notice of withdrawal must be provided in writing within two (2) business days after the Proposal opening, pursuant to method (i) in § 2.2-4330A.

III) METHOD OF AWARD OF CONTRACT

A) Negotiation and Award

At the conclusion of negotiations, the Town may award a contract to the Vendor with the best proposal. In the Town's sole discretion, it may award contracts to more than one responsive and responsible Vendor.

B) Award in Whole or in Part

Based on its evaluation of Offers as provided above, if the Town does not reject all Offers it will award a Contract for all or part of the Procurement to the Vendor or Vendors submitting the best Offer or Offers with respect to the items in question. A partial award will be made only where the subject of the Procurement permits division based on units, phase, or other elements separately priced in the Vendor submission.

C) Multiple Awards

Except with a Requirements Contract, a Contract for Non-Professional Services, or as expressly provided otherwise in the Specifications, the Town will award a single Contract.

IV) FORM OF CONTRACT AND RELATED DOCUMENTS

A) Use of Town Standard Form Contract

Unless otherwise specified in this Solicitation, use of the Town Standard Form Contract attached hereto is mandatory for Competitive Sealed Proposals. With Competitive Negotiation, the Town expects to use its Standard Form Contract with the Vendor(s) selected for award of Contracts. If a Vendor wishes to use a different form, it must submit that form together with its Offer. The terms of the Contract will then become a subject for negotiation.

B) Use of AIA and Similar Forms

If a Vendor wishes to use copyrighted forms, it shall provide the forms and indemnify the Town against any infringement by their use. All forms submitted for use are subject to amendment by the Town for consistency with the VPPA, Town Policy, and this Solicitation.

C) Differing Terms in Contractor-Supplied Forms

No term in a Vendor-supplied form may alter, contradict, or supersede the terms in this Solicitation and the resulting Contract.

V) MISCELLANEOUS

A) Authority of Agents

1) **Vendor's agent:** Each Offer, and any Contract, must be signed by a person authorized to bind the Vendor to a valid Contract with the Town. For a sole proprietorship, the principal may sign. The Town may require that any agent submit a power of attorney or other appropriate documentation showing the authority of the agent to act on the Contractor's behalf. If, whether such proof of agency has been demanded or not, it later appears that the signatory was not authorized to act, the Town may declare the Contract void if it is in its best interest to do so.

2) **Town's agent:** The Town Manager has the final responsibility and full authority for issuance of invitations to bid, request for proposals, negotiations, placing and modifying invitations, requests, purchase orders and recommendations of award issued by and for the Town of Culpeper. Where permitted by Town Policy, the Town Manager may execute Contracts in the name of the Town. The Town Manager may delegate authority to Administrative staff by general assignment or by specific authorization in a Solicitation. No other Town officer or employee is authorized to add to, vary, or waive terms of the Solicitation, place purchase orders or issue notices to proceed, enter into purchase negotiations or contracts, or in any way obligate the Town for indebtedness. Any purchase order or contract made without authority is void *ab initio*. The Town will not honor or ratify any void action of its employees or agents.

3) **Non-appropriation:**

- a) The authority of agents for the Town is limited by appropriations. In subsequent fiscal years, the Town may reduce or eliminate appropriations related to the procurement which is the subject of this Solicitation without liability to the Vendor or any third party.
- b) By issuing this Solicitation, the Town Manager represents that sufficient appropriations have been made to meet the estimated cost of the procurement in the current fiscal year.

B) Cooperative Procurement

The contractor may make this contract available for rider to any governmental entity within the Commonwealth of Virginia, at its discretion.

C) Examination of Documents

Except as provided herein, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen or representative of the news media in accordance with the Virginia Freedom of Information Act.

- 1) **Estimates:** Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
- 2) **Prior to award:** Any Vendor upon request shall be afforded the opportunity to inspect proposal records within a reasonable time after the opening/receipt of all Offers, but prior to award, unless the Town decides not to accept any of the Offers and to reissue the Solicitation. Otherwise, Offer records shall be open to public inspection only after award of the Contract or the decision neither to award the Contract nor to reissue the Solicitation. Any inspection of Procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- 3) **Trade secrets:** Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act if the Vendor invokes the protection of this provision in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary. By asserting such trade secret or proprietary information privilege, the Vendor agrees to indemnify the Town for any costs, including attorney's fees, incurred defending that Vendors' protected information in any action under the Virginia Freedom of Information Act.
- 4) **No requirement to state reasons for rejection:** Nothing contained in this Solicitation shall be construed to require the Town to furnish a statement of the reasons why a particular Offer was not deemed to be the most advantageous to the Town.

D) Definitions

Capitalized terms that are defined in the VPPA or Town Policy have the same meanings in this Solicitation as are given in that law or policy. Capitalized terms not defined in the VPPA or Town Policy but used in this Solicitation have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

- 1) **Due Date:** The date stated on the cover page of this Solicitation for receipt and opening of the Offers.
- 2) **Estimated Bid Quantities:** In this type of contract, the Town estimates its needs in advance and the Vendor bids prices for each of these items. The Town does not guarantee buying its estimated quantities or any given quantity from the selected Vendor, and may purchase the items covered by the award through other Procurement transactions. For each shipment of Goods, the Town will issue a purchase order.
- 3) **Firm Fixed Price:** In this type of contract, the Vendor submits a flat price for the entire Procurement. This does not preclude additions or deletions on a unit price basis where provided for in the Solicitation.
- 4) **Hourly Rate:** In this type of contract, the Vendor submits a stated hourly rate for the work to be performed. The Offer may include reimbursement for incidental expenses, such as materials and travel, only if expressly provided for in the Solicitation.
- 5) **Non-Professional Services:** All services other than Professional Services.
- 6) **Offer:** Bid or proposal, as the case may be.
- 7) **On Call:** Services that a Vendor makes available at an Hourly Rate when needed by the Town. No particular amount of work is guaranteed. If the Specifications do not give minimum response times or similar measures of performance, then it is implied that recognized industry standards or the Vendor's published standards apply, whichever is more beneficial to the Town.
- 8) **Percentage:** In this type of contract, the Vendor is compensated with a percentage of the construction cost. The percentage is negotiated prior to any contract award.
- 9) **Procurement:** The receipt of Goods, Services, Insurance or Construction by a public body from a nongovernmental source with payment from the public body or a third party.
- 10) **Requirements:** In this type of contract, the Vendor submits an Offer to supply the Town's needs for all Goods meeting the specifications. Except in an emergency, the Town will not obtain the specified Goods from a different source. For each shipment of Goods, the Town will issue a purchase order.

- 11) **Town:** The Town of Culpeper or its authorized agents. Unless the context clearly requires otherwise, such as for an affirmative vote of the elected body, the Town Manager or the Town Manager's designee may always act on behalf of the Town.
- 12) **Solicitation:** A Request for Proposal.
- 13) **Town Manager's designee:** The person designated as having authority to bind the Town with regard to this Solicitation and identified as such on the cover sheet of this Solicitation or by addendum.
- 14) **Using Department:** The Town's Engineering department. The initial Contract Administrator will be Jim Hoy.
- 15) **Vendor:** An Offeror.
- 16) **VPPA:** The Virginia Public Procurement Act, Virginia Code §§ 2.2-4300 et seq.

E) Nondiscrimination; Participation of Small, Women-Owned and Minority-Owned Business

- 1) **In general:** The Town does not discriminate against Vendors on the basis of race, religion, color, sex, national origin, age or disability, nor does it discriminate against faith-based organizations on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except as permitted or required by law, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such Goods, Services or disbursements. Any Vendor believing that it or another Vendor has been discriminated against on that basis should immediately make the Town Manager's designee aware of the basis for that belief.
- 2) **Opt-out rights with faith-based organizations:** If an award of Contract is made to a faith-based organization, and an individual who applies for or receives Goods, Services, or disbursements provided pursuant to that contract objects to the religious character of the faith-based organization from which the individual receives or would receive the Goods, Services, or disbursements, the Town shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursement from an alternative provider.
- 3) **Facilitating disadvantaged businesses:** It is the policy of the Town to facilitate the participation of Small Businesses and Minority-Owned and Women-Owned Businesses in all aspects of procurement to the maximum extent feasible. If awarded a contract, the Vendor will use its best efforts to carry out this policy and insure that Small Businesses and businesses owned by women and minorities have the maximum practicable opportunity to compete for subcontract work, consistent with the efficient performance of this contract. If federal grant money is to be used to pay for this Procurement, then the specifications will indicate the extent of any specific

participation required for Small Businesses and businesses owned by women and minorities.

PROPOSAL EVALUATION FRAMEWORK

Factor:	Weight:
Prior Related Experience of Vendor	20
Prior Related Experience of Team Members	35
Schedule	10
Project Concept/Approach	35
TOTAL	100

VENDOR INFORMATION FORM

NAME OF SOLICITATION: _____

SOLICITATION NO: _____

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION AND OWNERSHIP DISCLOSURE

COMPANY:

CONTACT PERSON:

TITLE:

ADDRESS:

TELEPHONE:

FORM OF BUSINESS: __ Corporation __ General Partnership
 __ Sole Proprietor __ Other (specify): _____

Is Vendor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code? _____ Yes/No _____

If so, what is the Vendor’s identification number issued by the SCC? _____

If not, state why the Vendor is not required to be so authorized: _____

Check if applicable: _____ Minority-Owned Business
 _____ Small Business
 _____ Women-Owned Business

Note: The terms “Minority-Owned,” “Small Business,” and “Women-Owned Business” as used above are defined in Virginia Code § 2.2-4310. This information is requested in connection with the Town’s program to facilitate the participation of Small Business and Businesses owned by women and minorities in procurement transactions.

Organized under the laws of the State of: _____

Principal place of business located at: _____

Following are the names and addresses of any persons having an ownership interest of 3% or more in the above named Business entity who are either related to or are an officer, employee or appointee of the Town or its governing body (attach more sheets if necessary):

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. VIRGINIA CONFLICTS OF INTEREST AND PUBLIC PROCUREMENT

This Solicitation is subject to the provisions of §§ 2.2-3100 et seq. of the Virginia Code, the Virginia State and Local Government Conflict of Interests Act, and Sections 2.2-4300 et seq. of the Code, the Virginia Public Procurement Act (VPPA).

The Vendor (___) is or (___) is not aware of any information bearing on the existence of any potential conflicts of interest or violation of ethics in public contracting provisions of the VPPA, Virginia Code §§ 2.2-4367 through 2.2-4377. If the Vendor checks the “is” blank, the Vendor shall provide details in a separate document attached to this Solicitation.

C. QUALIFICATIONS AND REFERENCES

Please provide a response to each of the questions listed below on a separate sheet of paper and attach it to your Offer.

1. What is the general character of work performed by your firm?
2. Has your firm ever failed to complete any work awarded to you?
3. Has your firm ever defaulted on a Contract?
4. Which of your local sales and support offices will be servicing the Town of Culpeper (please list with all relevant contact information)?
5. Who are the contact person(s) responsible for any resulting Contract you may be awarded (please list names, responsibilities, phone numbers, fax numbers, and email addresses)?

D. CERTIFICATIONS

By my signature on this form, I certify on behalf of the Vendor I represent that this Offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an Offer for the same Goods, Services, Insurance or Construction, and is in all

respects fair and without collusion or fraud. I understand collusive bidding is a violation of the state and Federal law and can result in fines, prison sentences, and civil damage awards.

I further certify that the statements regarding debarment, ethics in public procurement, submission of a single bid, and understanding of the conditions contained in section 0 of the Solicitation are true and not misleading as to the Vendor.

I hereby certify that the responses to the above representations, certifications, and other statements, including all attachments, are accurate and complete. If after I sign these forms I learn of any information which makes any of the above representations, certifications or other statements inaccurate or incomplete, or reveals that any part of my previously submitted information is misleading, I will immediately bring it to the attention of the Town Manager's designee. I agree to abide by all conditions of this Solicitation and certify that I am authorized to sign for the Vendor.

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____

Please Print

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

I certify that I received the following Addenda to this Solicitation:

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____

Please Print