



Request for Proposals

Town of Gordonsville, Virginia

Engineering Consulting Services

I. PURPOSE OF SOLICITATION

The Town of Gordonsville, Virginia, hereinafter referred to as “the Town”, is soliciting proposals from qualified firms with expertise in professional engineering consulting services to assist in long- and short-term utility and infrastructure projects. Projects may include, but not be limited to utility and infrastructure planning and design, solicitation for bids for site development and construction, site development and construction project management, environmental reviews, contract administration, and grant application and administration.

II. GENERAL INFORMATION

The town of Gordonsville is located in the northern Virginia piedmont and is within an hour’s drive of Charlottesville, Richmond, Culpeper and Fredericksburg. Nearly 1,500 people and over 650 households call Gordonsville home. Most streets within the town are maintained by VDOT; the Town purchases water from a regional service authority and provides it via a water distribution system to over 900 customers in and in proximity to the town. Sewer service is owned and maintained by a regional service authority.

Projects on the horizon for the Town and for which engineering services will be needed include but are not limited to water system inventory, mapping, replacement and construction; water source planning and assessment; sidewalk mapping, repair and construction; construction project oversight and inspections; and grant writing and application assistance for various community development projects. Projects will be coordinated through the Town Manager’s office and/or the Public Works Department.

The Town of Gordonsville does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations as defined under the Virginia Public Procurement Act on the basis of such organization's religious or charitable character. Reasonable accommodations will be provided to persons with disabilities, if required.

This procurement is governed by the Purchasing Policy of the Town of Gordonsville Financial Policies.

Where applicable, the meaning of a word or phrase used herein shall be the meaning given in the Virginia Public Procurement Act. Specifically, this procurement of professional services will follow the procedures set forth in the Purchasing Policy of the Town of Gordonsville Financial Policies.

Offerors are not to submit estimated man-hours or cost for services with their proposals. At the discussion stage, the Town will discuss non-binding estimates of cost.

There is no expressed or implied obligation for the Town of Gordonsville to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. All references to "Town" or "Town of Gordonsville" mean "Town of Gordonsville, Virginia".

To be considered, six (6) originals and one (1) digital copy of a proposal must be received by the Town of Gordonsville Town Manager, 112 S. Main Street, Gordonsville, Virginia 22942 and no later than **2 p.m. on Friday, February 17, 2023**. The Town of Gordonsville reserves the right to reject any or all proposals submitted.

During the evaluation process, the Town reserves the right, where it may serve its best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the contract between the Town and the firm selected.

The Town Manager will review the proposals submitted and make a recommendation to Town Council for further consideration.

III. SCOPE OF SERVICES

The Town of Gordonsville is requesting proposals from qualified firms interested in providing utility and infrastructure design, engineering, and site development and construction management consulting services to assist the Town. Services include, but are not limited to, project studies involving design and construction management; grant application/administration; design and preparation of specifications, preparation and distribution of construction project manuals and construction bid packages, construction cost estimates, construction plans and other information for inclusion in construction bid documents; environmental reviews; contract/construction administration, construction inspections, and other related projects; attending meetings with Town Council, and the Town Manager, for a period of up to five years.

IV. PROPOSAL REQUIREMENTS

The Proposal shall provide all information necessary for the Town of Gordonsville to evaluate the suitability of the proposing firm to provide the engineering consulting services described herein.

The proposal shall demonstrate the experience, resources, and capabilities of the Offeror to perform these services.

A. Structure of Proposals

Respondents are instructed to submit six (6) originals and one (1) digital copy of the proposal. Each proposal shall include a cover letter and a table of contents.

Information contained in the Proposal shall be stated in a clear and concise manner. The original Proposal shall be bound, and numerically tabbed 1-9 with the following information:

1. General history of the firm and its organization. Limit of two (2) pages.
2. Detailed description of the firm's most recent experience providing on-call engineering consulting services to a small locality.
3. Detailed résumés of Offeror's key personnel to be assigned to the project, their past experience, current certifications, availability, and their Office location.
4. Description of the firm's approach to serving the engineering consulting needs of the Town.
5. Certificate of No Collusion (see Section X)
6. References (see Section XI)
7. Certificate of Insurance (see Section VIII(E))
8. Proprietary Information (see Section XII)
9. Authorization to Transact Business in Virginia (see Section XIII)

Failure by Offeror to supply all information required may result in the proposal being rejected by the Town, at its option. The Town will not be liable for any costs incurred by the Offeror in preparing, submitting or presenting the proposal or in satisfying any demonstration or other requirements.

V. INSTRUCTIONS TO OFFERORS SUBMITTING PROPOSALS

Six (6) originals and one (1) digital copy of the proposal will be received until 2 p.m. on Friday, February 17, 2023.

- A. Proposals must be submitted by the date and time indicated above or they will remain unopened. No allowances will be made for postmark or error in delivery. It is the responsibility of the Offeror to ensure timely and correct delivery of the proposal.

B. Proposals should be submitted to:

Deborah S. Kendall, Town Manager
Town of Gordonsville
P. O. Box 276
112 South Main Street
Gordonsville, VA 22942

C. The face of the container shall be clearly marked with the following:

RFP FOR: Engineering Consulting Services

Deadline: 2 p.m., Friday, February 17, 2023

D. All proposals must be and remain binding for 90 days from opening date.

E. The Town assumes no responsibility for oral instruction, suggestion or interpretations. Any questions regarding this RFP should be directed to Deborah Kendall, Town Manager. Any material change in the contents of this RFP will be transmitted to all Offerors through issuance of a written addendum.

F. It is the vendor's responsibility to check for addendums prior to submitting proposals.

VI. EVALUATION CRITERIA

Criteria used to evaluate the proposals shall include the following:

1. Qualification and experience of the firm. In particular, experience of specific employees who will be assigned to the Town of Gordonsville.
2. Availability of Engineers to meet with Town staff on an ongoing basis and communicate with appropriate Town officials who are responsible for public works administration.
3. Responsiveness of the written proposal.
4. Performance record and demonstrated ability to work with a municipal organization to provide the requested Engineering services.
5. Comprehension and soundness of assessing the proposal and role of the Engineering Consultant to meet the objectives of the Town.
6. Key personnel
 - a) Experience, qualifications, and technical competence of personnel proposed to be assigned to the project.

- b) Proposer's commitment to provide identified personnel for the duration of the contract.

VII. PROCUREMENT AND THE SELECTION PROCESS

Procurement of this Professional Services Contract shall be conducted through a competitive negotiations process, in accordance with the following procedure:

- A. Following receipt of proposals, the Town shall review the proposals, rank them and engage in individual discussions with at least the three top ranked Offerors who have been deemed fully qualified. Repetitive informal interviews shall be permissible. At the discussion stage, Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the Project, as well as alternative concepts. The Town may discuss nonbinding estimates of total project costs.
- B. At the conclusion of the discussions, on the basis of the Evaluation Criteria specified in this RFP and all information developed in the selection process to this point, the Town shall select in the order of preference three or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Town 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 a contract can be negotiated at a fair and reasonable price.
- C. Public notice of the Town's decision to award a contract resulting from this RFP, or of the Town's announcement of its decision to award such a contract, shall be by electronic mail to each Offeror.
- D. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors during the discussion/negotiations processes. However, prior to, or simultaneously with, submission of any proprietary information, an Offeror must specifically identify the data or other materials to be protected, and state the reason(s) why protection is necessary. If an Offeror fails to invoke this protection prior to or upon submission of any proprietary information, the information or materials sought may be subject to disclosure under the Virginia Freedom of Information Act, the Virginia Public Procurement Act.
- E. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect non-proprietary proposal records, within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event the Town decides not to accept any of the proposals received and to rebid the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

- F. The Town may cancel this Request for Proposals or reject any proposals received in response thereto.

VIII. GENERAL CONDITIONS

The following shall be and become terms and conditions of any contract resulting from this procurement:

- A. The Professional is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its obligations, rights, interest herein to any other person, company or corporation without the previous consent and approval in writing by the Town. At least thirty percent (30%) of all work related to this contract shall be performed by the primary firm.
- B. During the performance of the contract, the Professional will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, or any other basis prohibited by state or local law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Professional. The Professional shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Professional, in all solicitations or advertisements for employees placed by or on behalf of the Professional, shall state that such Professional is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- C. During the performance of this contract the Professional agrees as follows: (i) to provide a drug-free workplace for the Professional's employees; (ii) to 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 Professional's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Professional that the Professional maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to the Professional in accordance with this procurement transaction, where the Professional's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of services in connection with the contract.
- D. The Professional shall indemnify and hold harmless the Town, its agents, officials, employees and volunteers from and against all liability, claims, loss, and costs

(including reasonable attorney's fees and costs of defense) to the extent caused by the Professional's negligent acts, errors or omissions in the performance of professional services under this contract and those of its employees, sub-consultants and anyone for whom the Professional is legally liable.

- E. The Professional shall maintain professional liability insurance, in an amount not less than \$1,000,000, to cover damages caused by the negligent or wrongful errors and omissions of the Professional, its employees and agents, and the Professional shall maintain such insurance at all times this Contract is in effect and for a period of 5 years after final completion of the Project. A Certificate of Insurance outlining the terms and limits of the Professional's current Errors and Omissions Insurance shall be submitted to the Town within ten (10) days of the execution of this contract. The Town reserves the right to terminate this agreement in the event the Professional fails to provide evidence of adequate and current Errors and Omissions insurance. If, during the five year term following completion of the Project in which the Professional is to maintain in force the errors and omissions policy, the cost of such policy increases by more than fifty percent (50%) over the cost of said policy for the year in which the project is completed, then the Professional may be entitled to reduce or cancel such insurance, by first giving written notice to the Town forty-five (45) days in advance. Worker's Compensation. The Professional shall purchase and maintain, at its expense, Worker's Compensation, Disability Benefit, or similar employee benefit act coverage, and employer's liability coverage, as required by the laws of the Commonwealth of Virginia.
- F. Each calendar month the Professional shall submit an invoice requesting payment for services rendered during the preceding calendar month, and for expenses due hereunder. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended, and the person(s) rendering such service. The invoice shall be accompanied by receipts, invoices or other documentation, as the Town may require, establishing the amount of the expenses for which reimbursement or payment is sought. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the Town that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with the Professional Services Contract, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the Town that, upon receipt by the Town of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. In the event that any invoice contains a defect or impropriety that would prevent payment by the required payment date, the Town shall notify the Professional in writing of such defect or impropriety.

- G. In the event that the Town becomes credibly informed that any representations of the Professional as set forth in the paragraph preceding above, are wholly or partially inaccurate, the Town may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the Town's satisfaction.
- H. The Town shall make payment to the Professional of all sums properly invoiced under the provisions of this Section, within forty-five (45) days of the Town's receipt of such invoice.
- I. Interest shall accrue at the rate of one percent (1%) per month, on any amounts which remain unpaid for more than sixty (60) days following the date a payment is due. No interest shall accrue when payment is delayed due to a dispute between the Town and the Professional as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest shall apply only to that portion of a delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement.
- J. Payment and performance obligations of the Town, beyond the initial fiscal year of this contract, are expressly conditioned upon the availability and appropriation by the Town of public funds in each subsequent fiscal year. When public funds are not appropriated or are otherwise unavailable to support continuation of performance by the Town in a subsequent fiscal period, this contract and the Town's obligations hereunder shall automatically expire, without liability or penalty to the Town. In that event, the Professional shall be paid for all services rendered prior to the expiration date.
- K. Either party hereto may terminate this Contract upon giving thirty (30) days' written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. This Contract may be terminated by the Town without cause upon thirty (30) days' written notice to the Professional. In the event of such a termination without cause, the Town shall pay the Professional for all services rendered prior to the termination, plus any reasonable expenses incurred and unpaid which would otherwise be payable hereunder. In such event, the Professional shall promptly submit to the Town its invoice for final payment.
- L. A Town contract may include provisions for modification during performance; however, no contract may be increased by more than ten percent (10%) of the amount of the contract, or \$5,000, whichever is greater, without the advance written approval of the Town Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of any Offeror from the consequences of an error in its offer.
- M. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Professional or the Professional's consultants, shall be made available to the Town for inspection and copying upon written request of the Town. Additionally, said records shall be made available, upon

request by the Town, to any local, state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, audio recordings, videos, or other writings or things which document the Project. Said records expressly include those documents reflecting the time expended by the Professional and its personnel in performing the obligations of this Contract and the records of expenses incurred by the Professional in its performance under said Contract. The Professional shall maintain and protect these records for no less than three (3) years after final completion of the Project, or for any longer period of time as may be required by applicable law or standard architectural practice.

N. This Professional Services Contract shall be deemed to be entered into in the Town of Gordonsville, Virginia. This Professional Services Contract shall, in all aspects, be governed by and interpreted under the laws of the Commonwealth of Virginia.

IX. CONTACTS

For general information, contact:

Deborah S. Kendall, ICMA-CM, AICP
Town Manager
P. O. Box 276
112 S. Main Street
Gordonsville, VA 22942
Telephone: 540-832-2233
Facsimile: 540-832-2449
Email: dkendall@gordonsville.org
Town Website: www.townofgordonsville.org

X. CERTIFICATE OF NO COLLUSION

The undersigned does hereby certify that in connection with the proposal to which this Certification of No Collusion is incorporated/attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to bind the firm to all conditions and provisions thereof.

Respectfully submitted this _____ day of _____, 2022.

Name of Firm/Corporation Submitting proposal:

By: _____

Signature: _____

Title: _____

Address: _____

Federal I. D. # _____

Telephone Number: _____

E-Mail: _____

(Return with Proposal)

XI. REFERENCES

Offerors shall provide references on this form.

- 1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

- 2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

- 3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

- 4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

(Return with Proposal)

XII. PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Town pursuant to this REQUEST FOR PROPOSALS shall belong exclusively to the Town and be subject to public inspection in accordance with the Virginia Freedom of Information Act. 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 Section 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 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 trade secret or proprietary information.

**NOTICE OF PROPRIETARY INFORMATION
Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F**

Section Title	Page Number	Reason(s) for Withholding from Disclosure

NOTICE OF PROPRIETARY INFORMATION (CONTINUED):

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets", and "proprietary information" including processes, operations, style of work, or apparatus, identifying confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

(Return with Proposal)

XIII. PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA
THIS FORM MUST BE SUBMITTED WITH BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM
SHALL RESULT IN REJECTION OF BID/PROPOSAL**

Pursuant to Virginia Code § 2.2-4311.2, a bidder/offeree organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder/offeree 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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeree described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by Town Manager.

If this bid/proposal for goods or services is accepted by the Town of Gordonsville, Virginia, the undersigned agrees that the requirement of the Code of Virginia § 2.2-4311.2 have been met.

Complete the following by checking the appropriate line that applies and providing the requested information.

A. ___ Bidder/offeree is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is _____.

B. ___ Bidder/offeree is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is _____.

C. ___ bidder/offeree does not have an Identification Number issued to it by the SCC and such bidder/offeree is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeree is not required to be authorized to transact business in Virginia.

Legal Name of Bidder/Offeree

Legal Name of Company

Authorized Signature

Date: _____

Print or Type Name and Title

(Return with Proposal)