DEPARTMENT OF FINANCE

CECELIA H. STOWE, CPPO, C.P.M.

PURCHASING DIRECTOR

COMMONWEALTH OF VIRGINIA

###### COUNTY OF HENRICO



**RFP #15-1013-7JK**

July 24, 2015

**REQUEST FOR PROPOSAL**

**ENGINEERING SERVICES**

**ANNUAL DRAINAGE CONTRACT**

**COUNTY OF HENRICO, VIRGINIA**

Your firm is invited to submit a proposal to provide engineering services on an annual basis to support Henrico County in the design of various drainage type projects all in accordance with the enclosed specifications. The submittal, consisting of the original proposal and **five (5)** additional copies marked, **A Proposal for Engineering Services, Annual Drainage Contract"**, will be received no later than **2:30 p.m., August 14, 2015, by:**

IN PERSON OR SPECIAL COURIER U.S. POSTAL SERVICE

County of Henrico County of Henrico

Department of Finance Department of Finance

Purchasing Division OR Purchasing Division

1590 E. Parham Road P O Box 90775

Henrico, Virginia 23228 Henrico, Virginia 23273-0775

**This RFP and any addenda are available on the County of Henrico Purchasing website at**

[**http://www.henrico.us/purchasing/**](http://www.henrico.us/purchasing/)to download the RFP, click the link and save the document to your hard drive. To receive an email copy of this document, please send a request to: John Kida, Senior Purchasing Officer [kid01@henrico.us](mailto:kid01@henrico.us)

Time is of the essence and any proposal received after **2:30 p.m., August 14, 2015**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Division, Department of Finance. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Division personnel by the deadline indicated.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

The awarding authority for this contract is the Henrico County Board of Supervisors.

Technical questions concerning this Request for Proposal should be submitted to John Kida, Senior Purchasing Officer, email: [kid01@henrico/.us](mailto:kid01@henrico/.us) no later than 12:00 noon, August 4, 2015.

Cecelia H. Stowe, CPPO, C.P.M.

Purchasing Director

John Kida, CPPB

Senior Purchasing Officer

1590 E. PARHAM ROAD/P O BOX 90775/HENRICO VA 23273-0775

(804) 501-5660 FAX (804) 501-5693

**REQUEST FOR PROPOSAL**

**ENGINEERING SERVICES**

**ANNUAL DRAINAGE CONTRACT**

**COUNTY OF HENRICO, VIRGINIA**

## PURPOSE AND GENERAL INFORMATION:

1. The purpose and intent of this Request for Proposal (RFP) is to solicit proposals from qualified engineering firms for the establishment of an annual contract to support Henrico County in drainage related activities of various projects for the County of Henrico. These projects may include design activities, feasibility studies and actions taken in response to regulatory requirements the projects may include detailed design and plan preparation, survey, alternatives analysis, construction management/administration, subsurface investigation and maintenance recommendations. Performance of emergency design, maintenance and repair measures that are specialty in nature may be required. Engineering services will include but are not limited to, normal civil engineering, surveying, utility location, environmental, geotechnical and public involvement services incidental to all drainage and stormwater new facility design and retrofit. The successful Offerors will comply with all applicable County, State, and Federal regulations, laws, ordinances and requirements.

B Selected Firm(s) Requirements

1. The engineering fees shall be determined for each project at the time of assignment based on the hourly rates as provided for in the contract that is awarded pursuant to this Request for Proposal.

2. The engineering services that are described above require experience and expertise in drainage design and analysis. The Engineer will use advanced methods and the latest available information. The contract term for each contract will be limited to one year or when the cumulative total project fees under the contract reach the maximum amounts described below. Each contract may be renewable for two additional one-year periods at the option of the County. The project fees under each contract shall not exceed three hundred thousand dollars ($300,000) for any single project. The total amount for all projects performed under each contract shall not exceed one and one half million dollars ($1,500,000) during the contract term. The award of each contract shall be to one Offeror.

3. Previous payments for this service per contract period are shown below:

July 1, 2012 to June 30, 2013 $142,889

July 1, 2013 to June 30, 2014 $274,351

July 1, 2014 to June 30, 2015 $162,059

A higher volume of work is anticipated because of the requirements associated with the Municipal Separate Storm Sewer Permit issued by the Department of Environmental Quality April 1, 2015.

## SCOPE OF SERVICES:

1. A registered Professional Engineer holding a valid licensure in the Commonwealth of Virginia must be the project manager for all tasks assigned to this contract. All plans, specifications and other documents should be reviewed and approved by a registered Virginia Professional Engineer. All plans prepared for construction and all documents presented to the public must be signed and sealed by a registered Virginia Professional Engineer
2. Work assignments shall be on an “As Needed” basis. HENRICO COUNTY RESERVES THE RIGHT AT ALL TIMES TO PERFORM WORK IN-HOUSE OR TO AWARD PROJECTS BASED ON A SEPARATE REQUEST FOR PROPOSAL
3. The Engineer shall perform professional engineering services as hereinafter stated which includes normal civil engineering services, normal hydrologic and hydraulic services, normal geotechnical services, normal surface and sub-surface surveying services incidental thereto and environmental work necessary to obtain and remain compliant with environmental permits and regulation required for project construction and the County MS4 Permit.

In addition to projects specific to drainage or associated with drainage projects as well as general design projects, which may occur within the right of way or on private property, a project may consist of:

1. Drainage infrastructure and related project work for closed and open channels.

* Feasibility studies and alternative analysis design
* Drainage area analysis, drainage system and structure analysis
* Hydrologic and hydraulic analysis and inundation mapping.
* Drainage system improvement recommendations
* Design of drainage structures and facilities.
* Preparation of bid documents and bid analysis.
* Construction support services.

2. Dam infrastructure analysis, design and maintenance.

* + - Drainage area analysis, drainage system and dam structure analysis
    - Hydrologic and hydraulic analysis and inundation mapping.
    - Dam improvement recommendations
    - Design of dam repairs and associated infrastructure.
    - Preparation of bid documents and bid analysis.
    - Construction support services.

3. Flood Plain analysis, study, design, support services

* + - Hydrologic and hydraulic analysis and inundation mapping.
    - Alternative analysis
    - Public hearings
    - Preparation of new and acquisition of modified FEMA Flood Insurance Rate Maps
    - Letter of Map Change

4. Stormwater/drainage management facilities, stream restoration projects and storm sewer outfall retrofits and other tasks required by the County’s MS4 Permit.

* + - Feasibility studies and alternative analysis design
    - Storm sewer outfall analysis, system and structure analysis
    - Hydrologic and hydraulic analysis and inundation mapping.
    - Stormwater management facilities improvement recommendations.
    - Stormwater structures and facilities retrofit.
    - Preparation of bid documents and bid analysis.
    - Construction support services.
    - MS4 training, inspection, and monitoring services.

5. Asphalt and concrete modifications and improvements associated with all above listed infrastructure improvements.

6. Optional Services will be negotiated as they are needed for each project. Some examples include:

Assistance to County on an as needed basis in obtaining bids for project, evaluating bids, and recommendation to award.

Provide construction staking.

Utility location related to the task.

Construction engineering on as–needed basis during construction.

Construction administration and inspection, including shop drawing approval.

Environmental permit compliance oversight.

Assist the County with tasks under emergency conditions.

J. The Engineer represents that all tasks will be performed in accordance with generally accepted professional standards. The Engineer further represents that it will provide the County the best possible advice and consultation within the Engineer's authority and capacity as a professional engineer.

K. The Engineer will comply with the regulations, laws, ordinances and requirements of all governmental environmental impact statements applicable to the project.

L. The Engineer shall meet with the County to determine specific scope and requirements of each project assigned.

M. The Engineer shall submit staff review plans in accordance with DPW and VDOT Standards and applicable federal, state, and local regulations. These plans may include documents and drawings detailing the preliminary design, design criteria, environmental requirements and permit information, drainage calculations, and preliminary cost estimates.

N. The Engineer shall prepare final cost estimate, construction plans with easement information, where necessary, specifications, and contract documents. Contract and bid documents will only be required if project is to be bid. On such bid projects, the Engineer shall prepare contract documents to include bid forms, notice to bidders, advertisement, bid proposal, contract forms, bonding and insurance requirements, and technical specifications.

O. The Engineer shall be required to attend staff, utility review, public meetings, public hearings (if required by project), pre-bid and pre-construction meetings.

P. The Engineer will be required to prepare for County signature any permit applications and to assist the County in obtaining approval of such permits as necessary (including attending any meetings associated with obtaining the permits or mitigation credits) to comply with applicable federal, state and local regulations.

Q. The Engineer shall provide the County all designs in AutoCAD and/or GIS format compatible with County system, Copies of all correspondence, documents, drawings, survey data and plan sheets will be submitted bound and in an electronic format that is acceptable to the County. The designs will be submitted on Mylar (if requested) and electronic digital plan files showing all plan sheets for the project in AutoCAD format compatible with the County system. Successful firm(s) must have the capability to design plans in AutoCAD, however, we reserve the right to request the designs to be prepared in MicroStation on a task-by-task basis. All plans must be prepared to be consistent with County’s GIS policy and standards.

R. The Engineer will support the County in acquisition of needed right-of-way and easements by supplying signed plats and right-of-way plans. All acquisitions will be done utilizing certified plats.

S. Offerors should provide information as part of the proposal response to address your firms approach to design, public involvement, bidding and construction management.

**III. COUNTY RESPONSIBILITIES:**

Henrico County will designate an individual to act as the Project Manager for work released and performed under this contract and notify the Engineer within 30 days of project initiation. The Project Manager shall coordinate the work, and shall share the authority with the County Engineer or his designee to make binding decisions in writing on matters within the scope of the contract.

**IV. ANTICIPATED SCHEDULE:**

The following represents a tentative outline of the process currently anticipated by the County:

* Request for Proposals distributed July 24, 2015
* Last day to receive questions August 4, 2015
* Receive written proposals August 14, 2015 @ 2:30 pm
* Conduct oral interviews September 10, 2015
* Negotiations September 2015
* Award of Contract October 2015

**V. GENERAL CONTRACT TERMS AND CONDITIONS:**

1. **Annual Appropriations**

It is understood and agreed that the contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The successful offeror (“Successful Offeror” or “contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

**B. Award of the Contract:**

1. The County reserves the right to reject any or all proposals and to waive any informalities.

2. The Successful Offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the Purchasing Office the contract forms and any other forms or bonds required by the RFP.

1. Any contract resulting from this RFP is not assignable.

4. Upon making an award, or giving notice of intent to award, the County will place appropriate notice on the Purchasing Division website:

<http://www.co.henrico.va.us /purchasing/>

**C. Collusion**:

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

**D. Compensation:**

The Offeror shall be required to submit a complete itemized invoice on each delivery or service, which he may perform under the contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the contract within forty-five (45) days after the receipt of the proper invoice.

**E. Controlling Law; Venue**

This contract is made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this RFP, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

**F. Default**

1. If the Successful Offeror is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror will be provided twenty (20) calendar days to provide a plan to correct said default.

2. If the Successful Offeror fails to cure said default within twenty days, the County, among other actions, may complete the system through a third party, and the Successful Offeror shall be responsible for any amount in excess of the agreement price incurred by the County in completing the system to a capability equal to that specified in the contract.

**G. Discussion of Exceptions to the RFP**

This RFP, including but not limited to its venue, termination, and payment schedule provisions, shall be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein. **Therefore, Offerors shall explicitly identify any exception to any provisions of the RFP in a separate “Exceptions to RFP” section of the proposal so that such exceptions may be resolved before execution of the Contract.** In case of any conflict between the RFP and any other Contract documents, the RFP shall control unless the Contract documents explicitly provide otherwise.

**H. Drug-Free Workplace to be maintained by the Contractor** (Code of Virginia, Section 2.2-4312)

1. 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.

2. For the purposes of this section, *“drug-free workplace”* means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**I. Employment Discrimination by Contractor Prohibited:**

1. During the performance of this contract, the contractor agrees as follows (Code of Virginia, Section 2.2-4311):

(a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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.

1. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

**J. Employment of Unauthorized Aliens Prohibited:**

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contactor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986."

**K. Indemnification**

The Successful Offeror agrees to indemnify, defend and hold harmless Henrico, and Henrico’s elected officials, officers, agents, volunteers and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the provision of any goods and/or services, the failure to provide any goods and/or services and/or the use of any services and/or goods furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the Henrico’s sole negligence.

**L. Insurance Requirements**:

The Successful Offeror shall maintain insurance to protect itself and Henrico and Henrico’s elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications **(Attachment A)**

**M.** **No Discrimination against Faith-Based Organizations:**

Henrico County does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2.-4343.1.

**N. Offeror's Performance:**

1. The Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.

2. The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

3. The Offeror shall cooperate with County officials in performing the contract work so that interference with normal program will be held to a minimum.

4. The Offeror shall be an independent contractor and shall not be an employee of the County.

**O. Ownership of Deliverable and Related Products:**

1. The County of Henrico, Virginia shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Contractor, from doing so. To the extent that the Contractor may be deemed at any time to have any of the foregoing rights, the Contractor agrees to irrevocably assign and does hereby irrevocably assign such rights to the County of Henrico, Virginia.

2. The selected Offeror shall be expressly prohibited by the terms of any contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract.

3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches in the best interest of the County.

**P. Record Retention/ Audits:**

1. The Successful Offeror shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the Successful Offeror’s proposal and any contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including Offeror copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror’s normal working hours.

2. County personnel may perform in-progress and post-audits of Offerors records as a result of a contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

**Q. Severability**

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

**R. Small, Women-Owned and Minority-Owned (SWAM) Businesses**:

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County of Henrico actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the County’s Internet site at:

[http://www.henrico.us/ purchasing/](http://www.henrico.us/%20purchasing/)

**S. Subcontracts**:

1, No portion of the work shall be subcontracted without prior written consent of the County of Henrico, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.

2. The County encourages the contractor to utilize small, women-owned, and minority-owned business enterprises. For assistance in finding subcontractors, contact the Supplier Relations Coordinator (804-501-5689) or the Virginia Department of Minority Business Enterprises <http://www.dmbe.virginia.gov>

**T. Taxes:**

1. The Successful Offeror shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between Henrico and the Successful Offeror, as the taxes shall be solely an obligation of the Successful Offeror and not of Henrico, and Henrico shall be held harmless for same by the Successful Offeror.

2. Henrico is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

**U. Termination of Contract:**

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.

3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days’ written notice to the Successful Offeror.

1. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

**V.** **County License Requirement:**

If a business is located in the County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

**W. Environmental Management:**

Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations.  Contractor is expected to abide by the County of Henrico’s Environmental Policy Statement;

[http://www.co.henrico.va.us/pdfs/hr/risk/env policy.pdf](http://www.co.henrico.va.us/pdfs/hr/risk/env%20policy.pdf) which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation.  Contractor is responsible for ensuring that all employees conducting activities on behalf of the County are properly trained to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

**X. Safety:**

1. The Successful Offeror shall comply with and ensure that the Successful Offeror’s personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia/Virginia Occupational Safety and Health shall apply to all work under this contract. The Successful Bidder shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.

2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror’s personnel from the work site.

3. Any operations of the Successful Offeror determined to be hazardous by the County, shall be immediately discontinued by the Successful Bidder upon receipt of either written or oral notice by the County to discontinue such practice.

**Y. Authorization to Transact Business in the Commonwealth**

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. **(Attachment D)** Any 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 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.

3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Director of Purchasing, his designee, or the County Manager.

4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.

1. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

**Z. Payment Clauses Required by Va. Code § 2.2-4354**

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror’s intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Pursuant to Virginia Code § 2.2-4354, Successful Offerors that are proprietorships, partnerships, or corporations shall provide their federal employer identification numbers to the County. Pursuant to Virginia Code § 2.2-4354, Successful Offerors who are individual contractors shall provide their social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1 above.
4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

**AA. Contract Period**

1. The Contract period shall be date of award through a one year period. The Contract price shall be firm for the Contract period.

2. After the Contract period, the Contract may be renewed for two (2) additional one-year terms upon written, mutual agreement between the County and the Successful Offeror. The price for each subsequent year after the Contract period may not exceed three percent (3%) above the previous year’s fee and shall remain firm for the renewal year.

**VI. PROPOSAL SUBMISSION REQUIREMENTS**:

1. The Purchasing Office will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
2. All erasures, interpolations, and other changes in the proposal shallbe signed or initialed by the Offeror.
3. The Proposal Signature Sheet **(*Attachment B***) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
4. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
   1. The time proposals are received shall be determined by the time clock stamp in the Purchasing Office. Offerors are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated.
   2. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understand the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
   3. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
   4. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment C)**
   5. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Office in writing of its intentions.
5. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
6. Modified and withdrawn proposals may be resubmitted to the Purchasing Office up to the time and date set for the receipt of proposals.
7. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
8. The County welcomes comments regarding how the proposal documents, scope of services, or drawings may be improved.  Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings shall submit technical questions concerning the Request for Proposal no later than **12:00 noon**, **August 4, 2015** in writing.  Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative.  **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
9. All proposals received in the Purchasing Office on time shall be accepted. All late proposals received by the Purchasing Office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

**VII. PROPOSAL RESPONSE FORMAT:**

1. Offerors shall submit a written proposal that present the Offeror’s qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.
2. The Offeror should include in their proposal the following at a minimum:

I. Table of Contents – all pages shall be numbered

1. Introduction

Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts.

Proposal Signature Sheet – Attachment B

III. Executive Summary – Narrative summary to include the following:

1. The Offeror shall submit a list of completed projects and a resume of personnel expected to be assigned to this contract including the name(s) of the partner in charge and any consultants. The Offeror shall describe the recent and successful experience of the project team on similar projects

2. Each Offeror submitting a proposal shall include a statement that they will

provide all the services necessary to complete the specific services as outlined in the Request for Proposal. The Offeror shall describe any services that will be subcontracted.

3. The Offeror shall provide evidence of past cost performance, project scheduling and general overall completion on time of past projects.

4. Current workload of the Offeror with particular reference to personnel and other resources being proposed.

5. Proposed Approach and Schedule: Offeror shall describe the firms approach to a minimum of two of the four sample projects below and submit a preliminary outline of how they would propose the different elements of a project, including a projected time schedule.

a. A typical subdivision improvement of an open channel to closed channel system. According to County GIS and other available documents it appears the outfall is adequate, however it is determined to be jurisdictional. The project is 1,250 l.f. with 2 cross streets (2 intersections).

b. The process and requirements of a 6-year recertification in accordance with DCR Dam Safety regulations on a Henrico County dam.

c. Stream restoration of 1,700 l.f. of jurisdictional stream that has a sanitary crossing, narrow corridor due to adjacent development (homes, yards, sheds, rear easements for power, sanitary, and other utilities.

d. A secondary road shoulder that has 2,200 l.f. of a clear walking path from pedestrian traffic between 2 sections of sidewalk. The sections of sidewalk flow directly to the ditch with no existing drainage system. Current drainage conditions include an open drainage ditch that outfalls into a wetland/stream. This is an extremely high profile task order design/construction due to its visibility.

**VIII. PROPOSAL EVALUATION/SELECTION PROCESS**:

A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.

B. Selection of the Successful Offerors will be based upon submission of proposals meeting the selection criteria. The selection criteria will include:

|  |  |
| --- | --- |
| Criteria | **Weight** |
| Functional Requirements   * Extent to which the proposal satisfies the RFP requirements identified in the Scope of Services * Clearly demonstrated understanding of the sample task order work scenarios as requested in section VII, Executive Summary. * Completeness and reasonableness of the Successful Offeror’s plan for accomplishing the Scope of Services. | 40 |
| Firm Qualifications   * Project Management * Project Team expertise as a firm, technical capabilities, professional registration, and qualifications of the Offeror. * Current workload and the ability to complete multiple task orders given within a reasonable amount of time, typically 9-12 months depending upon the complexity of the task orders. * Financial Stability * Firm References * Past cost performance, project scheduling performance and general overall completion on time of past projects | 25 |
| Individual Experience and Qualifications   * Experience, technical capabilities, professional competence, and qualifications of proposed personnel assigned to provide the services in accordance with the Scope of Services. Including professional registered qualifications of proposed staff. * Resumes (experience) of proposed management (including any Professional Registrations and/or Technical Training Certifications) | 30 |
| Quality of submission/presentation. | 5 |
| TOTAL | 100 |

1. Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals.  Negotiations shall then be conducted with each of the Offerors so selected.  After negotiations have been conducted with each Offeror so selected, the County shall select the Offerors, which, in its opinion, has made the best proposal, and shall award a contract to those Offerors.

D. At the conclusion of discussion, and on the basis of evaluation factors as stated in the Request for Proposals and all information developed in the selection process to this point, the County shall select in the order of preference two 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 County 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. Should the County 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. It is the intention of this solicitation to award two contracts to two Offerors deemed qualified to perform these services.

##### ATTACHMENT A

**INSURANCE SPECIFICATIONS**

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than “A-“ with a financial rating of at least VII by A.M. Bests or a rating acceptable to the County. In addition, the Successful Vendor shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

**Workers’ Compensation**

Statutory Virginia Limits

Employers’ Liability Insurance - $100,000 for each Accident by employee

$100,000 for each Disease by employee

$500,000 policy limit by Disease

**Commercial General Liability - Combined Single Limit**

$1,000,000 each occurrence including contractual liability for specified agreement

$2,000,000 General Aggregate (other than Products/Completed Operations)

$2,000,000 General Liability-Products/Completed Operations

$1,000,000 Personal and Advertising injury

$ 100,000 Fire Damage Legal Liability

**Business Automobile Liability** – including owned, non-owned and hired car coverage

Combined Single Limit - $1,000,000 each accident

Professional Liability/Errors and Omissions

$1,000,000 Each Occurrence/ $3,000,000 aggregate

NOTE 1: **The commercial general liability insurance shall include contractual liability.  The contract documents include an indemnification provision(s).  The County makes no representation or warranty as to how the Vendor’s insurance coverage responds or does not respond.  Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor’s responsibilities outlined in the contract documents.**

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers’ compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**Attachment B**

**PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”).

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal

.

|  |
| --- |
| LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME): |
|  |
| ADDRESS: |
|  |
|  |
|  |
| SIGNATURE: |
| NAME OF PERSON SIGNING (print): |
| TITLE: |
| TELEPHONE: |
| FAX: |
| E-MAIL ADDRESS: |
| DATE: |
| MY/OUR VIRGINIA ARCHITECT/ENGINEERS REGISTRATION NUMBER IS |

**Company Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.**

**(Check all that apply.)**

**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? **□ Yes □ No**

**□ SMALL BUSINESS**

**□ WOMEN-OWNED BUSINESS**

**□ MINORITY-OWNED BUSINESS**

**□ SERVICE DISABLED VETERAN**

**□ LARGE**

**□ NONPROFIT**

**□ NONE OF THE ABOVE**

**If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE**

**definitions**

For the purpose of determining the appropriate business category, the following definitions apply:

***"Small business"*** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

***"Women-owned business"*** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

***"Minority-owned business"*** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

***"Service disabled veteran business"*** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

***“Large business”*** means any **non**-women- or minority-owned, or service-disabled business as defined above or any business having more than 250 employees or more than $10 million in gross receipts averaged over the previous three years.

***Nonprofit”***means a corporation or an association that conducts business for the benefit of the general public without shareholders and without a profit motive.

**ATTACHMENT C**

**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 and the page numbers, and states 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. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification 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 |
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**ATTACHMENT D**

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**

**REGISTRATION INFORMATION**

**The Bidder or 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 Bidder/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 offer or’s out-of-state location) **-OR-**

□ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder’s/Offeror’s current contacts with Virginia and describes why whose 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.

Please check the following box if you have not checked 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 bids/proposals: □