



**CITY OF FRANKLIN, VIRGINIA
REQUEST FOR PROPOSAL #2023-03
ARCHITECTURE/ENGINEERING SERVICES
TO DESIGN MULTI-PURPOSE GYM FACILITY & OFFICE SPACE**

ISSUE DATE: October 4, 2022

DUE DATE: November 16, 2022

TIME: 3:00 P.M.

RFP#: 2023-03

ISSUING DEPARTMENT: City of Franklin, Virginia
Finance Department
Attn: Tracy Spence, CPA
207 West 2nd Avenue
Franklin, VA 23851

PURCHASING AGENT: Tracy Spence, CPA
Director of Finance
Phone: (757) 562-8535
E-mail: tspence@franklinva.com

The City of Franklin (hereinafter called the “City”) is soliciting digital proposals from qualified firms to provide architecture and engineering services to design a new multipurpose gym and office area for the Department of Parks and Recreation.

All proposals shall be emailed no later than 3:00PM EST November 16, 2022 to Tracy Spence at tspence@franklinva.com. Hard copies will not be accepted. *It is the Offeror’s sole responsibility to ensure all information; including addendums are complete and delivered on time.* The City reserves the right to reject any and all proposals, to waive informalities, and to negotiate with the successful Offeror(s). If the City closes its office due to inclement weather, scheduled receipt of proposals will be extended to the next business day, same time.

PRE-PROPOSAL CONFERENCE:

A non-mandatory pre-proposal conference (“Conference”) and site-visit will be held for this RFP on October 25, 2022 at 2:00 PM. The Conference will take place at the National Guard Amory Facility, 900 Armory Drive, Franklin, VA 23851 to discuss the work and answer general questions. Attendance at the Conference is encouraged.

Bring a copy of this solicitation.

Any questions from the site visit must be submitted in writing, in accordance with the “Questions” requirements listed in this solicitation. Questions and answers will be issued in writing by Purchasing Agent and distributed in the same manner as an Addenda, as set forth below.

Offerors may bring subcontractors, cameras and small measurement tools. Photography is permitted. All Offerors must sign-in. This is the only opportunity to visit the Work site. Offerors are not allowed on the Work site without prior authorization from the Purchasing Agent.

QUESTIONS:

All questions related to this Request for Proposal, other than those presented at the Conference, shall be submitted in writing to, Tracy Spence, Purchasing Agent, tspence@franklinva.com. To be assured consideration, **questions should be received prior to 5:00 PM on November 2, 2022** and all questions MUST be addressed in the subject line to read: **RFP 2023-03 – Questions**. Failure to label questions as stated or failure to submit questions prior to November 2, 2022 at 5:00 PM may result in the questions not being answered. The Purchasing Department will issue written responses to questions received as an Addenda, as set forth below.

ADDENDA:

Changes or modifications to this RFP will only be made by written Addenda issued by the Purchasing Agent and designated as “Addendum No. ____”. No other form of communication shall modify this RFP.

Addenda will be posted on the City website under Bids/RFPs Section.

Offerors shall ascertain prior to submitting a Proposal that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda by returning Appendix I.

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I. INTRODUCTION

The City plans to award one contract for architecture and engineering services to design the multipurpose gym and office area for the Department of Parks and Recreation. The building will be constructed at 900 Armory Drive, Franklin, VA 23851.

II. SCOPE OF WORK

The City is soliciting Proposals from qualified Offerors for the provision of Architectural and Engineering Services to design the multipurpose gym and office area for the Department of Parks and Recreation (the “Work”).

A detailed Architectural and Engineering Scope of Work is provided in Appendix A.

For the construction of this project, the City intends to use the Design-Bid-Build delivery method. The Scope of Work should be written with this in mind. At the City’s sole discretion, it may elect to modify this approach and will provide any resulting Scope of Work modifications to the successful Offeror.

Any architectural, civil/surveying, structural, mechanical, plumbing, fire protection, and electrical portions of the Work shall be planned and designed by, or under the immediate supervision of, a licensed Architect or Engineer, who has the expertise in the particular discipline involved. Any sub-contracted work shall be performed by the consultants, associates, or subcontractors proposed by the Offeror during the selection process as part of the Offeror’s team. The successful Offeror shall be solely responsible for any Work performed under the Contract by its consultants, associates, or subcontractors.

For the Contract, the successful Offeror must:

- Furnish the number of final sets, interim sets, and copies of the work specified in the Scope of Work;
- Assure complete, competent, properly coordinated, and thoroughly checked deliverables; and
- Maintain security practices to prevent disclosure of information about the Work under the Contract to any individual or firm other than to the City except as may be required to obtain quotations for materials and supplies for subcontract work.

III. INSTRUCTIONS TO OFFERORS

1. QUESTIONS/INFORMATION REQUESTS

All questions to this RFP shall be submitted in writing to Tracy Spence, Purchasing Agent, City of Franklin, at tspence@franklinva.com. For a question to receive consideration, the subject line of the email must state the following: “**RFP2023-03 - Question**”. Failure to label questions as stated may result in the questions not being answered. Questions should be succinct and must include the potential Offeror’s name, title, company name, company address and telephone number.

Upon the date of issuance of this solicitation, any contact initiated by any potential Offeror with any the City staff other than the Purchasing Agent, concerning this proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Offeror’s proposal.

2. TENTATIVE SCHEDULE FOR RFP 2023-03

RFP Issued:	October 4, 2022
Pre-Proposal Conference:	October 25, 2022
Question Deadline:	November 2, 2022
Proposal Due Date:	November 16, 2022
Contract Award:	TBD
Contract Start:	TBD

Questions received after November 2, 2022 may not be considered. Any questions related to the answers provided in Addendum 1 may be addressed in an additional addendum. If questions and/or responses require revisions to this RFP as it was originally published, such revision will be by formal amendment only. Offerors are notified that any written, electronic or oral statements made by any City representative or other person appearing to change materially any portion of the RFP shall not be relied upon unless subsequently ratified by a written amendment to this RFP issued by the Purchasing Agent.

3. DEBARMENT STATUS

By submitting a proposal, the Offeror certifies that they are not currently debarred by the Commonwealth of Virginia, any other state or political subdivision, nor by the City from submitting proposals to the City, the Commonwealth of Virginia or any other state or political subdivision for the goods and/or services covered by this solicitation. The Offeror equally certifies that no agent or principals are currently so debarred. An affirmative response may be considered grounds for rejection of the proposal. This statement shall also apply to any subcontractor(s) the Offeror intends to use in the performance of any resulting contract.

4. ETHICS IN PUBLIC CONTRACTING/NON-COLLUSION

By submitting a response, Offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal. Offeror shall certify they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised unless consideration of substantially equal or greater value was exchanged.

5. EXPENSES INCURRED IN PREPARING PROPOSAL

The City accepts no responsibility for any expense incurred by any Offeror in the preparation and presentation of a Proposal. All expenses related to an Offer are the sole responsibility of the Offeror.

6. INCOMPLETE DOCUMENTS

Offerors are responsible for having determined the accuracy and/or completeness of the RFP upon which it is relied in making its Proposal, and has an affirmative obligation to notify the City Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the RFP.

If a potential Offeror downloaded an electronic version of the RFP, that potential Offeror is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful Offeror proceeds with any activity that may be affected by an inaccuracy, error in or omission in the solicitation documents of which it is aware but has not notified the City Purchasing Agent, the Offeror hereby agrees to perform any work described in such missing or incomplete documents at the Offeror's sole expense and at no additional cost to the City.

Failure to acknowledge Addenda issued during the solicitation process on the RFP (Appendix I) is considered an incomplete Proposal Document.

7. QUALIFICATION OF OFFEROR

Before submitting a Proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City that the Offeror will rely upon. No pleas of ignorance or mistake, inaccuracy, misrepresentation of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror of its obligation to comply in every detail with all provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary compensation on the part of the successful Offeror.

The City may make any such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the Work as is requested in the RFP. The City reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The City further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and to complete the Work or furnish the item(s) contemplated herein.

8. AUTHORITY TO TRANSACT BUSINESS

Any Offeror organized as a stock or non-stock corporation, limited liability corporation, business trust or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia 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. The proper and full **legal name** of the firm or entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be written in the space provided on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth shall include in its Proposal a statement describing why the Offeror is not required to be so authorized. Failure to provide such documentation shall be grounds for rejection of the Proposal or cancellation of the award. For further information potential Offerors should refer to the Commonwealth of Virginia State Corporation Commission website at www.scc.virginia.gov.

9. LATE PROPOSALS

To be considered for evaluation, Proposals must be received by the Purchasing Agent by the designated date and time listed in the RFP. Proposals received after the date and time designated will be considered non-responsive, automatically disqualified and will not be considered. It is the sole responsibility of the Offeror to ensure their Proposal reaches Purchasing Agent by the designated date and time.

10. INTEREST IN MORE THAN ONE PROPOSAL

More than one Proposal received in response to this RFP from an individual, firm, partnership, corporation, affiliate or association under the same name or different names will be rejected. Reasonable grounds for believing an Offeror is interested in more than one (1) Proposal for an RFP both as an Offeror and as a subcontractor for another Offeror will result in the rejection of all Proposals in which the Offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more Offerors submitting a Proposal for the Work. Offerors rejected under the above provisions shall be disqualified if they respond to a new RFP for the same work.

11. INSURANCE REQUIREMENTS

Each Offeror shall review the Insurance Requirements outlined in Appendix C carefully with its insurance agent or broker prior to submitting a Proposal to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to meet the insurance requirements of this solicitation, alternate insurance coverage acceptable to the City may be proposed by the Offeror and considered by the City. Written requests for consideration of alternate coverage must be received by the City Purchasing Agent at least five (5) calendar days prior to the date and time Proposals are set to be received. If the City denies the request for alternate coverage, the coverage required by the Insurance Checklist or Requirements section must be provided. The Insurance Requirements Provision can be found in Appendix C.

12. NOTICE OF INTENT TO AWARD

The City will post a Notice of Intent to Award, stating the date the award will be made and identifying the name(s) of the awarded Offeror(s) on the City website. The Notice of Intent to Award will be posted for a minimum of ten (10) calendar days, except in the case of an emergency procurement.

13. ACCEPTANCE OF PROPOSAL BINDING

Unless otherwise specified in the RFP, all formal Offers submitted shall be binding for one hundred twenty (120) days following the Proposal Due Date, unless extended by mutual consent of all parties.

IV. PROPOSAL FORMAT

1. GENERAL REQUIREMENTS

Failure to submit all information required may result in a lowered evaluation score or the Offeror being found non-responsive. In order to be considered for selection, Offeror's must submit a complete response to this RFP.

- One (1) Emailed Proposal **without** the completed Pricing Schedule, marked "Redacted Proprietary" that includes the removal of all proprietary items. If no proprietary information is removed, Offeror shall provide a written letter stating as such in the Proposal Response.

Proposals shall address the below areas, not exceeding the stated page limitations. Proposals shall be as thorough and detailed as possible so that the City may properly evaluate the Offeror's capabilities to provide the requested services. The Proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than ten (10) point font for each response item. NOTE: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities to perform the services and emphasis should be placed completeness and clarity of content.

Proposals shall be signed by a representative of the Offeror authorized to commit the Offeror to any contract. Failure to submit all information requested may result in the Purchasing Agent requiring prompt submission of missing information and/or giving a lower evaluation of the Proposal.

Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. Mandatory provisions of this RFP are indicated by the inclusion of the words "shall" or "must" to identify the Offeror's obligations. Failure to comply with these requirements or with any other requirements stated as mandatory either in this RFP, in the Instructions to Offerors, or in the Introduction to the RFP shall result in rejection of the Offeror's Proposal as non-responsive, except to the

extent the failure or omission either is not a mandatory statutory requirement or does not affect the price, quantity, quality or time.

Proposals shall be submitted with the required information in the order listed below. Additional instructions are in the Instructions to Offerors (Section III) of this solicitation.

Modification of or additions to any portion or terms of the RFP may be cause for rejection of the Proposal; however, the City reserves the right to decide on a case by case basis, in its sole discretion, whether or not to reject such a Proposal as non-responsive. The City's proposed Contract Documents and this RFP contain terms and conditions that the City intends to use for the resultant Contract. Any Offeror receiving a Contract award shall be required to execute a Contract in substantial compliance with the City's standard Contract and will be required to furnish all other required Contract documents, such as W-9, Certificate of Insurance, etc. within fifteen (15) days after receipt of notification that the Contract is ready for signature. If an Offeror fails to comply, the City may award the Contract to another Offeror.

2. FORMAT AND CONTENT OF RFP PROPOSAL

The Offeror's Proposal shall address the items included in Appendix A: Scope of Work and in Section V: Evaluation Criteria for Proposal Evaluation. It is the Offeror's responsibility to ensure the copies submitted electronically (email) should mirror the content of the original hard copy and should be in a pdf format. Failure to do so will result in a lowered evaluation. Incomplete Proposals may be deemed non-responsive.

Responses containing exceptions to the proposed terms contained in this RFP will be considered non-responsive. No exceptions to the advertised contractual terms and conditions shall be included in the Offeror's proposal. Any exceptions to the advertised contractual terms and conditions may be submitted after the qualified Offerors are ranked for negotiations and Offerors have been notified, they have been selected for negotiations.

The Proposal shall provide documented evidence that the Offeror understands the proposed Scope of Work and is qualified to perform the same. Offerors shall organize their Proposals using the following format:

TAB 1: ADMINISTRATIVE

Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provide.

TAB 2: EXECUTIVE SUMMARY

Provide no more than one (1) page Executive Summary that highlights the strengths of the Offeror, factors that differentiate the Offeror from the other Offerors, and any key elements that will contribute to the success of the Work, to include firm's financial stability.

TAB 3: UNDERSTANDING OF SCOPE AND PREVIOUS COMPARABLE PROJECT EXPERIENCE

Offeror shall provide their methodology of the Offeror in successfully providing architecture and engineering services to office buildings. Offer should include their approach to successfully executing the services to include approach to effective communication with client and meeting deadlines. Offeror shall include any challenges and/or risks that are foreseeable and how the Offeror plans to mitigate those challenges and/or risks.

Offeror shall provide a minimum of three (3) and maximum of ten (10) projects where comparable services were provided. The projects shall have been sustainably completed within the past (10) years from the date of the Proposal Due Date. The projects shall be sufficiently comparable so that the City may conclude that the Offeror is familiar with and capable of handling the Work describe herein. Additionally, preference will be given to projects with demonstrated implementation of high-performance building standards.

At a minimum, each project information should include:

- Project name and address
- Owner name, address, reference, and reference telephone number
- Construction Contractor name, address, reference, and reference telephone number
- Contract dates, including design services, construction commencement and substantial completion date
- Delivery method
- Project size (provide in square foot (SF))
- Value of initial construction contract award and value of construction change orders. Provide an explanation if construction change orders exceeded 10%
- Project role and description of services
- Proposed subconsultants (and its role) proposed in Tab 4 who worked on the project
- Proposed key personnel (and his/her role) proposed in Tab 5 who worked on the project
- Sustainability certifications, if any
- Relevance to this RFP

TAB 4: GENERAL QUALIFICATIONS AND STAFFING PLAN

Offeror shall demonstrate it has the resources and capabilities to provide the services as described herein.

Provide the following information:

- Primary point of contact
- Narrative including the Offeror's team general qualifications, including any subconsultants
- Provide an organizational chart, identifying the proposed team and key personnel
- Provide a staffing plan, including (in graphic format) percentage of every individual's time will be committed to the Work (i.e. 100%, 50%, etc.) broken out by month for the entire Project's duration. Include all individuals from the Offeror. It is not necessary to include subconsultants team members. If a specific individual is unknown at the time of proposal submission, list the position. The plan shall follow the Preliminary Schedule included in Appendix A.

TAB 5: KEY PERSONNEL EXPERIENCE

Provide chart identifying participation of proposed key personnel on projects included in Tab 3. Preference will be given to personnel that have previously worked together on relevant projects, as judged by the City.

Provide resumes for each of the proposed key personnel, including subconsultants. Quantity and qualifications of proposed personnel must be sufficient to complete the anticipated services. For each of the key personnel proposed, provide, at a minimum:

- Name, Title and Proposed Position
- Education – Institution(s) attended, year of graduation, specialty/degree earned (include post-graduate and relevant specialized training)
- Licenses – list current licenses by type and state
- Include how many years each proposed staff member has been employed by (1) the Offeror, (2) the Offeror in the proposed position, and (3) previous organizations in proposed positions.

- Identify, at least three (3) but no more than ten (10) projects of similar nature, scope, and duration performed by the proposed staff members during the past then (10) years in the same position as being proposed. Provide a brief description sufficient such that the City may determine it is relevant to this RFP. If projects were submitted under the Tab 4, simply reference the project name.

TAB 6: ADDITIONAL INFORMATION

Include any other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete the Work, or which the Offeror deems are relevant to its selection. Offeror may provide excerpts or samples of reports, studies, or design materials that are representative of work likely to be performed as part of this Project.

TAB 7: TRADE SECRETS OR PROPRIETARY INFORMATION

Offerors are to provide specific information on the data or other materials sought to be protected and state the reasons why protection is necessary or falls within the exceptions of the Virginia Freedom of Information Act. Refer to IV Proposal Requirements, Section 2 Virginia Freedom of Information Act.

V. EVALUATION CRITERIA

1. PROPOSAL EVALUATION

The City will create a Selection Advisory Committee (SAC) to review and evaluate all Proposals. The SAC will rely on the Proposals submitted in selection of finalists. Offerors must emphasize specific information considered pertinent to the Work and submit all information requested. SAC evaluates proposals to identify the highest qualified Offeror, whose Proposal is determined, in writing, to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP. The City may select two (2) or more Offerors, deemed fully qualified, responsible and suitable based on the initial responses and with emphasis on professional competence, to provide the required services. Informational discussions shall be permissible.

2. INITIAL EVALUATION CRITERIA

The following Evaluation Criteria will be used in evaluating the Proposal for ranking Offerors (Initial Evaluations). Scores for the Initial Evaluations will determine the Offerors to be short-listed for Oral Presentations/Interviews, if presentations will be conducted. If presentations are conducted, Offerors will be rescored based on the Short List Presentation Evaluation Criteria identified herein. Proposal evaluation scores, criteria, and weights, will not be considered during the Interview Stage.

	Initial Evaluation Criteria	Weight
1.	Tab 3: Understanding of Scope and Previous Comparable Project Experience	35%
2.	Tab 4: General Qualifications and Staffing Plan	20%
3.	Tab 5: Key Personnel	30%
4.	General thoroughness, organization, and continuity of Proposal to include Tabs 1, 2 and 6	15%

The remaining contents of the Offeror’s Proposal not specifically listed in the evaluation criteria will be considered generally and may affect the weighting of the categories indicated above.

The remaining contents of the Offeror’s Proposal not specifically listed in the evaluation criteria will be

considered generally and may affect the weighting of the categories indicated above.

If Short List Presentations are conducted, Offerors will be asked to provide information that serves to clarify the Offeror's Proposal. The Short List Presentations may include a presentation, product or service demonstration, and a question and answer session. Offerors selected for Presentations will be evaluated in accordance with the Short List Evaluation Criteria listed below.

	Short List Evaluation Criteria	Weight
1.	Demonstrated success in meeting the interview requirements and understanding of the RFP requirements	25%
2.	Demonstrated knowledge of Project methodology, understanding the Scope of Work, and the City's objectives	25%
3.	Team composition (entire team, including Project Manager) and demonstrated cohesion within the team	30%
4.	Previous project experience providing comparable Scope of Work to the City or other local jurisdictions	20%

Information supplied by Offeror for references on capability and past performance will only be checked for the Offerors interviewed.

3. FEES FOR SERVICES (APPENDIX K)

Fees are NOT submitted with the Offeror's Proposal. Method of Award for further information on fee negotiation. Offerors selected for individual discussions will be asked to provide non-binding fees for services together with total Project costs, hourly rates for all personnel proposed to be assigned to work, including subcontractors, and rates for typical reimbursable expenses for purposes of estimating price.

The hourly rates as set forth in any initial Contract upon which the parties agree for purposes of award shall be subject to adjustment during the Contract term.

The loaded labor rates shall be considered binding for the duration of the Contract. Travel expenses shall not be reimbursed unless travel is outside the states of Virginia, Maryland, or the District of Columbia. In these circumstances, travel expenses will be reimbursed in accordance with the GSA per Diem Rates if deemed by the City to be reasonably necessary to perform the Work. All normal travel expenses and travel time related to the Project are not considered reimbursable and shall be included in any lump sum price, not to exceed price and loaded hourly rates.

The reimbursement of travel expenses as described shall apply also to all subcontractors and consultants used by the successful Offeror under the Contract.

4. METHOD OF AWARD

The City will award one (1) Contract for the Project.

The City shall engage in individual discussions or negotiations with two (2) or more Offerors deemed fully qualified, responsible and suitable on the basis of initial response and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and

performance data or staff expertise pertinent to the proposed Project, as well as alternative concepts. This is a fact-finding and explanation session only and does not include negotiation.

Proprietary information from competing Offerors shall not be disclosed to the public or competitors. The Purchasing Agent will schedule the time and location of presentations, if applicable.

In addition, Offerors shall be informed of any ranking criteria that will be used by the City in addition to the review of the professional competence of the Offeror. Estimates of man-hours or cost for services will not be required. At the discussion stage, the City may discuss non-binding estimates of total Project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of prices for services.

For architectural or engineering services, the City will not request or require Offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to §2.2-1132, until after the qualified Offerors are ranked for negotiations. Offerors providing a Proposal which contains exceptions will be deemed nonresponsive. At the conclusion of discussions outlined in this section, on the basis of the Evaluation Factors in the RFP and all information developed in the selection process to this point, the City shall select in the order of preference two (2) or more Offerors whose professional qualifications and proposed services are deemed the most meritorious.

Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, and pursuant to contractual terms and conditions acceptable to the City, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the RFP, the City may award contracts to more than one Offeror. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror without further interviews of other Offerors.

APPENDIX A: ARCHITECTURE AND ENGINEERING DETAILED SCOPE OF WORK

1. PROJECT INFORMATION

Title: Architecture/Engineering Services to design a new multipurpose gym and office area for the Department of Parks and Recreation.

Location: 900 Armory Drive, Franklin, VA 23851

Description: After demolition of the current building located at 900 Armory Drive, design new facility to include:

Facility area outside of gym area

- Receptionist area
- (3) Office spaces; Director's office, (2) Extra office
- Group Exercise Room
- 2 Activity rooms
- Weight room
- Cardio room (Treadmills and Elliptical Machines)
- Use the (2) outdoor storage spaces to convert to indoor batting cages
- Large Storage Room
- Commercial Kitchen
- Restrooms
- Large Conference Room

Multi-Purpose Gym

- Multi-purpose gym to accommodate the following sports: Basketball, Volleyball, Badminton, set-up for event space
- (2) small closet space in the gym for storage
- Office with transparent window to see inside of the gym
- Bleachers (Home and Visitor)

Substantial Completion: December 2021

2. ARCHITECT/ENGINEER (A/E) RESPONSIBILITIES

- a. **General Responsibilities:** The A/E shall perform all the services required under the Contract as directed in writing by the City and specified in Change Orders. The A/E is responsible for providing the management, quality control, budget control, schedule control, and administrative tasks needed to perform the services in an expeditious and economical manner consistent with the Contract and the best interests of the City.
- b. **A/E Staff:**
 - i. **Core A/E Staff.** The A/E shall assign and dedicate personnel to this Project sufficient in number, and with the requisite expertise and experience, to perform the duties described in the Contract. The A/E will supplement the core staff as needed throughout all phases with other employees, and/or Subcontractors who will support the core staff on a daily basis and/or bring special skills and expertise to the Project. Such supplemental staff shall be provided at no additional cost to the City. Having adequate A/E staff at all phases of the Project is a requirement of the Contract and is the responsibility of the A/E.
 - ii. **Removal of A/E Employees:** The City shall have the right to remove immediately any A/E employee at any time during the duration the Contract if it determines, in its sole discretion, that the employee is not of the level of competence or ability required under the Contract, or if the employee is for any other reason found to be unsuitable for the Work. The A/E shall indemnify and hold harmless the City from any damages, loss or liability, including but not limited to attorney's fees and reasonable and customary litigation costs, arising from or relate to claim or cause of action arising from or related to any action by the City requiring the replacement of any A/E employee under the Contract.
 - iii. **Personnel Replacements:** In the event that any personnel named in the Proposal is unable to perform their duties due to death, illness, resignation from the A/E's employ, the City request for removal, or any other reason, the A/E shall promptly submit to the City, in writing, the name and qualifications of a proposed replacement according to the approved succession plan. The A/E shall make any approved substitutions at no increase in the Contract Price and the

first 30 days of any replacement personnel shall be at no cost to the City to allow for a transition period.

- iv. **Failure to Provide Qualified Personnel:** A/E personnel must meet the stated requirements in the RFP documents and be acceptable to the City to perform the contracted services. The City may deem repeated failure or excessive delay by the A/E to provide qualified personnel, or qualified replacement personnel, sufficient reason to terminate the Contract in whole or in part.
- v. **Subcontractors:** No substitution of Subcontractors identified in the Proposal shall be permitted without the written consent of the City. The City has the right to remove any Subcontractor's employee the City deems to be incompetent, careless, not working in harmony with others on the Project, or otherwise objectionable.

c. **Owner's Representative:**

- i. **Owner's Representative:** The City will contract with a Construction firm after A/E supplies the City with the Construction Documents. The A/E shall assist in selection of the Construction firm. The A/E shall recognize that the design and administration process require collaboration with the City and shall be responsive to their needs and requests.
 - ii. **Other Owner Consultants:** The City will contract with various other team members in support of the Project. These may include, but are not limited to, commissioning agents, environmental engineers, geotechnical engineers, and building systems specialists. The A/E recognize the Project requires collaboration with these owner consultants and shall be responsive to their needs and requests.
- d. **Record Keeping:** The A/E shall prepare correspondence and other documentation to maintain accurate and detailed records for the Project, including but not limited to those records which may be deemed relevant to any claims or litigation. The A/E will research and prepare draft submittals for the City and the Owner's Representative in connection with the City's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

- e. **Project Schedule:** The A/E shall be responsible for developing a detailed Project schedule of activities required under the Contract; inclusive of design phases, milestones, review periods, regulatory review/approval processes, etc.

- f. **Meetings:** The A/E shall schedule and conduct meetings as necessary for the successful completion of the Project and as directed by the City. In conjunction with meetings, the A/E shall schedule and arrange for meeting places; provide advance notice of meetings to attendees; prepare and distribute agenda to all attendees before meetings; and chair meetings, addressing all old and new business, recording minutes, and controlling discussions to focus on results and the resolution of problems. The A/E shall provide written minutes to the City within five (5) days of the meeting.
 - i. The A/E shall prepare various graphics, models, and drawings to support public meetings as part of the design process, if requested. The A/E shall recognize the integral participants and key Project stakeholders throughout this Project.

 - ii. **City Staff Meetings.** Engagement with various the City internal staff occurs throughout the Project design with specific meetings for discovery (Concept design) and review meetings with the City staff (Schematic, Design Development and Final Design). In addition, meetings with the City staff may occur throughout the Project, but most intensely during the Use Permit submission and Building permit design phases. During these phases, the A/E shall prepare for and facilitate regular meetings with City staff until approval of the Use and Building permits and facilitate regular meetings with the City staff, thereafter. The A/E shall participate in these meetings and document the meetings with meeting minutes and also attend other meetings as needed and required for the successful completion of the Project.

- g. **Quality Management:** The A/E shall be responsible for performing and coordinating quality control and quality assurance activities prior to submitting documents to the City. The A/E shall provide sufficient response and backcheck comment responses prior to subsequent submissions to ensure resolution.

- h. **Mandatory Cost Limitation:** The City will provide an initial mandatory

design-to construction cost limitation for this Project based on the approved preliminary design. The City will be provided the final design-to cost at the conclusion of Schematic Design. It shall be the A/E's responsibility to prepare an economical design within the mandatory design-to construction cost limit provided. If at any time the A/E determines that the design-to construction cost limitation will be exceeded, it shall immediately provide Notice to the City in writing.

- i. **Cost Management:** The A/E shall prepare a complete Cost Study at the end of each phase of the design; this includes the **Concept Design, Schematic Design, Design Development, 65% Construction Documents, and 95% Construction Document** phases. Cost Studies shall include the following:
 - i. Detailed Estimate – showing work items and the methodology for establishing the value for each item. Estimates shall be in a format acceptable to the City
 - ii. Contingency – contingency shall be included in every cost study
 - iii. Escalation – escalation costs/factors shall be considered and identified
 - iv. Pricing of alternative design options
 - v. Clarifications and Qualifications indicating any specific assumptions made in the development of the estimate
 - vi. Identification of all documents used in the development of the Cost Study
 - vii. Value analysis options including the associated cost savings or added costs and any benefits/disadvantages related to each option
 - viii. Owner costs as supplied by the City
 - ix. Comparison to previous estimates and the reasons for any differences.

If the construction cost estimate exceeds the latest approved Project budget the A/E shall make recommendations for corrective action to the City and participate in value engineering activities to reduce costs. The A/E shall provide timely advice to the City on cost reducing alternatives which can be employed without impairing the overall quality level of the Project, and participate in all cost reduction work sessions conducted by the City.

- j. **Value Engineering:** The City considers Value Engineering (VE) as the achievement of an appropriate balance between costs, aesthetics and function. Based on this, VE should be conducted at each design submittal regardless of whether the Project costs are within the designated Project

budget; that is, the Project Team (A/E and Construction firm) needs to confirm that the City is getting the best “value.” All recommendations must be fully reviewed with the City and approved prior to implementation. The City views VE as an ongoing process. The A/E is expected, therefore, to be pro-active and participate on an ongoing basis relative to VE ideas. The A/E shall participate in generation of VE ideas, cost estimation of proposed VE items, and VE sessions facilitated by the City and the Construction firm.

- k. **Limitations on Authority:** The A/E shall provide recommendations on the following items for the City approval and authorization:
 - i. Deviations from the Construction Contract Documents.
 - ii. Initiation of any action unilaterally which will create a financial obligation, time delay or extension, or impact the Project quality.

- l. **Additional Services:** Any change to the Scope of Services shall be accomplished only by written change order signed by both the City and the A/E. However, the City may issue Unilateral Change Orders (CO) for Additional Services in the event the parties are not able to reach agreement on any change to the Scope of Services. Any Change Order or Unilateral Change Order shall specify the additional work for the A/E to perform. If there is agreement on the price, the Change Order shall state the impact on Contract Price. If there is no agreement, the Unilateral Change Order shall set forth the impact on Contract Price to which the City agrees and A/E shall proceed with the services described subject to the claim’s provisions and requirements of the Contract Documents. The A/E will price each CO and will provide a time of performance determination for the City review and approval. The A/E shall perform the Additional Services upon the direction of the City by CO or Unilateral CO. The Terms and Conditions and General Conditions as applicable of the Contract apply to Additional Services performed.

- m. **Outreach:** The A/E shall participate in outreach efforts as necessary in order to communicate Project issues with City staff.

- n. **Building Information Modeling:** The A/E shall use Building Information Modeling (BIM) beginning no later than the schematic design phase through Project closeout for production and coordination of the required Project deliverables. At a minimum this shall include the architectural and structural disciplines. This requirement can be waived for minor work only with written approval from the City.

- o. **Deliverables Format:** All Project deliverables shall be produced in electronic format. Major submission materials must include both PDF and source files (e.g. Word, Excel, PowerPoint, AutoCAD, Revit, etc.). Major submission materials must also include hard copy deliverables, which is an eligible reimbursable expense, at a quantity specified by the City. BIM materials shall be exported at the AutoCAD version specified by the City.

- p. **Field Investigations:**
 - i. The A/E shall review applicable as-built drawings and confirm them through field survey measurements and investigations. The A/E shall also record relevant existing conditions not available on existing as-built drawings through field survey measurements and investigations. The A/E will not be required to inspect all facilities for the purposes of developing as-is record documentation, but only those that in its opinion are required to perform the design services ceilings and within accessible crawl spaces or equipment chases. The A/E shall provide recommendations to the City for areas where selective demolition is the only means to see the extent of the existing construction in areas that must be known in order to perform the design services that are part of the Contract.
 - ii. The A/E shall become generally familiar with all systems that are within existing structures to remain. As applicable the A/E shall also review all existing systems in facilities that the A/E recommends be demolished as they relate to continuing services to the building. The A/E shall be responsible for understanding all existing building systems and conditions as they relate to the performance and documentation of its design services that are part of the Contract. The facility will not remain occupied throughout the renovations.
 - iii. The A/E shall review applicable hazardous materials reports and management plans as they relate to the performance and documentation as part of the Contract. The A/E shall recommend to the City if additional investigations, destructive or otherwise, are required to assess all the hazardous materials that may become disturbed during the Project.

- q. **Owner's Construction Contractor:** The City will contract with a construction contractor, through the Design-Bid-Build process. The A/E

shall assist in selection of the Construction Contractor. The A/E shall recognize that the design and administration process require collaboration with the City and the Construction Contractor and shall be responsive to their needs and requests. This shall include, but is not limited to, cost estimating reconciliation, value management, constructability input/review, phasing and sequencing input.

3. DETAILED SERVICES

- a. **SPACE PLANNING SPECIFICATIONS:** The A/E shall prepare site-specific Space Planning Specifications (Space Specs) for the Project. The Project's Space Specs shall be based on approved City specifications. The Project's Space Specs shall serve as the primary programming document quantifying the type, capacity, quantity, and size of required spaces.
- b. **Space Planning Specification Report:** The A/E shall prepare a Space Planning Specification Report and submit it in accordance with the delivery schedule. Various tables, graphics, and photos are expected to support the report. The City will provide comment on a draft submission. The Space Spec Report shall include the following information, at a minimum:
 - i. Executive summary;
 - ii. Project title and location;
 - iii. Date of submission;
 - iv. Summary narrative describing each program/area;
 - v. Schedule of Spaces chart that summarizes each space name, required quantity, size in net square feet, number of occupants, program capacity (as defined by the City as capacity generating spaces); total net area required, anticipated gross area factors, and total gross square feet;
 - vi. Tabulation of proposed program capacities;
 - vii. Individual data sheets for each space that include all information from the Schedule of Spaces summary; and
 - viii. Various other graphics, precedent images, etc. required to support the intent of the report.
- c. The City will provide written approval of the Space Planning Specification Report such approval shall be a prerequisite to the A/E commencing work in the Design Development phase.

4. CONCEPT DESIGN:

- a. The A/E shall prepare various preliminary design options that support Project goals to a concept level of development. This effort shall be coordinated with development of the Project's Space Planning Specifications. Meetings with the City staff will be required. Various graphics and drawings are expected to support the meetings and design process. At a minimum, the A/E shall develop three (3) design concepts representing a range of construction costs, namely a minimum, mid-range, and maximum. Design concepts that exceed the maximum construction cost identified for the Project will not be accepted.

The A/E shall consider the items listed below in developing alternative design concepts and shall continue to be considered in all subsequent design phases:

- i. Accessibility (ADA and program access requirements);
 - ii. Comprehensive Universal Design principles;
 - iii. Fire safety (construction type, egress, sprinklers);
 - iv. Evaluation of existing or proposed comprehensive land use plans, existing zoning ordinance, and any pending zoning amendments;
 - v. Impact of proposed design and associated capacity increase on common areas: conference rooms, meeting rooms, etc.; and
 - vi. Multimodal transportation issues which include, but is not limited to, facility parking, and vehicular/pedestrian building and site access/egress during construction.
- b. **Cost Study:** The A/E shall prepare an estimate of probable construction and total Project cost based on preliminary design studies, which may include design alternatives as required. At a minimum, the Cost Study shall include the three (3) design concepts required in 5.a.
 - c. **Owner Project Requirements (OPR) Report:** The A/E shall meet with the City as needed to produce Project-specific Owner Project Requirements (OPR) producing an OPR Report in accordance with the delivery schedule. The OPR is a written document that details the functional performance and maintainability of the Project and expectations of how the facility will be used and operated. The OPR shall be included in the Schematic Design Technical Report. The City will provide comment on a draft submission. At a minimum, the OPR shall address the following:

- i. Project overview, including limitations (i.e. schedule, budget, etc.);
 - ii. Project-specific design goals;
 - iii. Building envelope;
 - iv. Site design;
 - v. Structural systems;
 - vi. Equipment and system expectations for, at a minimum, the following:
HVAC
 - vii. Commissioning, inspection, and quality assurance;
 - viii. Construction completion and turnover; and
 - ix. Post-occupancy and warranty.
- d. **Concept Design Report:** The A/E shall prepare a Concept Design Report and submit all elements as one package in accordance with the delivery schedule. The City will provide comment on a draft submission. The report shall include the following information, at a minimum:
- i. Executive summary;
 - ii. Project title and location;
 - iii. Date of submission;
 - iv. Meetings held and the minutes of those meetings;
 - v. Summary description of the existing site and building conditions;
 - vi. General description and illustration of preliminary design studies process and recommendations, including net and gross square footage tabulations;
 - vii. Preliminary proposed Project schedule, including required phases; and
 - viii. Cost Study.

Concept design study drawings scaled to fit brochure format; fold-out pages are acceptable. The drawings shall include: overall building plans, plan enlargements of affected areas, and various precedent images and perspective views to support the design concept.

- e. **Concept Design Presentation:** The Concept Design will be presented to the City for decision making.

The City will provide written authorization to proceed to the subsequent phase of work. The A/E shall not perform work in the subsequent design phase without the City approval.

5. **SCHEMATIC DESIGN:** Using the work completed in preceding phases, the A/E shall prepare a schematic design that support Project goals. Meetings with the City staff will be required. Various graphics and drawings are expected to support the meetings and design process.
- a. **Basis of Design (BOD):** The A/E shall use the approved OPR and prepare a Basis of Design (BOD) document that indicates the A/E's approach for achieving the requirements outlined in the OPR. The BOD shall explain how the proposed design will meet the OPR and use as plain a language as possible so that it can be understood by non-experts. The BOD shall be included in the Schematic Design Technical Report.
 - b. **Schematic Design Drawings:** The A/E shall prepare schematic design drawings and submit all elements as one package in accordance with the delivery schedule. The drawings shall be developed to the level typically expected at this phase of design. At a minimum these shall include: Project cover sheet, sheet index, code analysis, phasing plans (if applicable), architectural plan drawings, and typical wall section(s).
 - c. **Schematic Design Technical Report:** The A/E shall prepare a schematic design technical report and submit all elements as one package in accordance with the delivery schedule. At a minimum, the A/E shall provide:
 - i. Summary space program explaining all deviations from the Project's Spec that exceed 10%;
 - ii. Description of design intent;
 - iii. Basis of Design (BOD);
 - iv. Detailed Project Schedule;
 - v. If applicable, description of the phasing plan; and
 - vi. Cost Study.
 - d. **Cost Study:** The A/E shall prepare an estimate of probable construction and total Project cost, which may include design alternatives as required. At a minimum, the Cost Study shall include the alternatives required in 6.b. The reconciled estimate shall be included in the Schematic Design Technical Report and summarized in the Schematic Design Report.
 - e. **Schematic Design Report:** The A/E shall prepare a Schematic Design Report and submit all elements as one package in accordance with the

delivery schedule. The City will provide comment on a draft submission. The Schematic Design Report shall be an update to the Concept Design Report and have equitable content. It shall include updates on the design issues, schedule, reconciled budget, and other relevant items that may have changed during the design process. In addition to the equitable content provided in the Concept Design Report the A/E shall also provide, at a minimum:

- i. Description of the architectural design elements, including finishes; and
 - ii. Executive summaries of engineering narratives describing the proposed design, including impact on existing building systems.
 - f. **Schematic Design Presentation:** The schematic design will be formally approved by the City prior to the work commencing on the Design Development phase.
 - g. The City will review and provide written comments for the Schematic Design Drawings and Technical Report. On-board reviews with the City may be required to facilitate the review process.
 - h. The City will provide written authorization to proceed to the subsequent phase of work. The A/E shall not perform work in the subsequent design phase without the City approval.
6. **DESIGN DEVELOPMENT:** Upon written notice to proceed into the design development phase and using the work completed in preceding phases, the A/E shall prepare a design development submission that support Project goals. Meetings with the City staff will be required.
- a. **Use Permit:** The A/E is responsible for preparation and submission of all materials required to obtain a Use Permit from the City of Franklin. The Use Permit submission shall occur during the design development phase, or as directed by the City. The A/E shall provide written responses to City comments and revised materials for resubmission within 15 days, or a longer period as agreed by the City. The A/E shall incorporate City of Franklin review comments as they are received into the design documents. The A/E shall meet with City of Franklin reviewers and commissions as required to discuss comments and their resolution.
 - b. **Design Development Submission:** The A/E shall prepare design development documents and submit all elements as one package in accordance with the

delivery schedule. The City will remain a fully engaged participant in the design process, therefore progress updates are expected throughout the phase. At a minimum, the A/E shall provide:

- i. Construction drawings for all disciplines required for completion of the work to a level not less than 35% completion;
 - ii. Outline specifications required for completion of the work;
 - iii. Cost Study - statement of probable construction and total Project cost;
 - iv. Updated summary space program explaining all deviations from the Project's Spec that exceed 10%;
 - v. Mechanical analysis that includes heating and cooling loads, ventilation rates, and finalized temperature control zoning;
 - vi. Finish material boards and conceptual renderings required to convey the architectural and signage/graphics design intent;
 - vii. Written replies to previous review comments;
 - viii. Project schedule inclusive of estimated phasing and construction duration; and
 - ix. Revised OPR, incorporating the City review comments from the Schematic Design phase.
- c. The City will review and provide written comments for the design development submission. On-board reviews with the City staff may be required to facilitate the review process. Responses indicating inclusion in the design documents must reference where specifically in the documents the response can be found.
- d. The City will provide written notice accepting the design development submission. The A/E shall not perform work in the subsequent design phase without the City approval.

7. CONSTRUCTION DOCUMENTS

- a. Upon written notice to proceed to the construction documents phase, the A/E shall develop a complete, coordinated set of construction documents inclusive of all disciplines required for completion of the Project; such as code analysis/compliance, site/civil, architectural, mechanical, electrical, structural, plumbing, fire protection, electronic communications, building and site security. Documents shall be in accordance with architectural and engineering best practices.

- b. **Formal Submissions:** Two formal submissions are required during this phase: **65% Construction Documents** and **95% Construction Documents**. Each formal submission shall include:
- i. Drawings including plans, sections, details, material, hardware, and equipment schedules, wayfinding, regulatory, and environmental signage, and others as required to document the design;
 - ii. Written specifications, including recommendations for unit prices and allowances;
 - iii. If applicable, detailed phasing drawings and applicable specifications which allow for continuation of all systems and services within the existing to remain portion of the facility and on the site, during all phases of construction;
 - iv. Cost Study - statement of probable construction and total Project cost;
 - v. Updated summary space program explaining all deviations from the Project's Spec that exceed 10%;
 - vi. Required calculations and design/energy analysis;
 - vii. List of all permits to be obtained;
 - viii. Project schedule inclusive of estimated phasing and construction duration;
 - ix. Written replies to previous review comments;
 - x. Contractor furnished contractor installed (CFCI) equipment list;
 - xi. Owner furnished contractor installed (OFICI) equipment list; and
 - xii. Owner furnished owner installed (OFOI) equipment list.
- c. Specifications shall be prepared using AIA MasterSpec and shall include applicable building codes and regulations, recognized construction standards.
- d. The City will review and provide written comments for each formal submission. On-board reviews with the City staff may be required to facilitate the review process. Responses indicating inclusion in the design documents must reference where specifically in the documents the response can be found.
- e. The City will provide written notice accepting the **65% Construction Documents** submission and providing authorization to proceed to the **95% Construction Documents** phase. The A/E shall not perform work in the

subsequent design phase without the City approval.

- f. **Permitting:** Following the review and approval of the **65% Construction Documents** submission the A/E shall prepare and process a building permit application. The A/E is responsible to furnish all materials required to receive applicable building permits. The A/E shall provide written responses to City of Franklin comments and revised materials for resubmission within 15 days, or a longer period as agreed by the City. The A/E shall incorporate City of Franklin review comments as they are received into the Construction Documents. The A/E shall meet with City of Franklin reviewers as required to discuss comment resolution. The Construction Documents shall be brought into to the **95% Construction Documents** level during the permit review period. The A/E shall incorporate the City review comments on the **95% Construction Documents** submission into the permit set as required and coordinate such revisions City of Franklin reviewers.
- g. **Final Design Report:** The A/E shall prepare a Final Design Report and submit all elements as one package in accordance with the delivery schedule. The City will provide comment on a draft submission. The Final Design Report shall be an update to the Schematic Design Report and have equitable content. It shall include updates on the design issues, schedule, reconciled budget, and other relevant items that may have changed during the design process.
- h. **Final Design Presentation.** The final design will be formally approved by the City prior to the release of document for bid.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- i. The A/E plays a critical role during the contract administration portion of the Project. The A/E shall ensure adequate staffing to provide the required services in conjunction with the proposed schedule. Responsibilities of the A/E include:
 - i. **Submittals:** Submittal review transmittal is to be generated and distributed to the Construction Contractor. In addition, all submittals are to be copied to the City and the Construction Contractor. Submittals shall be reviewed, and action noted within twenty-eight (28) calendar days. The A/E shall review submittals concurrently

- with the City. The City review shall be within twenty-one (21) calendar days. The City shall forward review comments to the A/E, who will consolidate the City comments with their own and issue to the Construction Contractor for response. The A/E shall review the City submittal comments and notify the City of any conflicts or inconsistencies between those comments and the Contract Documents. The A/E shall check the Construction Contractor's submittals to assure that they conform to the drawings and specifications, recommending approval of only those submissions which are satisfactory, and furnishing clear, concise comments in writing for those submittals which are rejected. The A/E shall review any proposed substitutions and/or deviations from the Contract Documents to ensure compliance with all applicable codes and regulations, including those of the City of Franklin. The A/E shall review any submittal detail not completely shown on the Construction Contract drawings. The A/E shall review the Construction Contractor's submittal log for completeness;
- ii. Review of construction schedules;
 - iii. Review of Requests for Information (RFI) and response (to include supplemental drawings) within seven (7) calendar days of receipt. RFI responses are to be distributed to the City and the Construction Contractor and Construction Management Agency, if applicable;
 - iv. Issuance of Clarifications (CLF) on unclear Construction Contract Documents. The A/E shall provide documentation consisting of supplemental drawings, specifications, and interpretations in response to requests for clarification by the Construction Contractor and/or the City. The Construction Contractor and the City will make every effort to avoid submission of frivolous requests. Response time shall be twenty-one (21) business days;
 - v. Review of Construction Contractor's Applications for Payment for work completed to date. The A/E shall provide comments to the Construction Contractor for inclusion in the Construction Contractor's consolidated comment set that will be presented to the Construction Contractor. The A/E shall provide monthly reports covering the general conformance of the work to the design intent as a cover letter accompanying the Construction Contractor's approved monthly application for payment;
 - vi. Issuance of Proposed Modifications (PM) and Work Orders (WO) to the Contract upon the direction of the City. The A/E shall prepare, reproduce, and distribute drawings and specifications to describe

- work to be added, deleted or modified;
- vii. Evaluation of Proposed Change Orders (PCO). The A/E shall review PCO's for reasonableness of quantities and costs, as well as, potential impact on quality or schedule. The A/E shall participate in negotiations relative to cost or Scope of Services proposed to be added, deleted, or modified. The A/E shall forward PCO evaluation comments to the Construction Contractor within fifteen (15) business days of receiving the proposal from the Construction Contractor;
 - viii. Issuance of AIA Change Order Form for approved PCO's within fifteen (15) business days of the approval;
 - ix. The A/E shall report on Project deficiencies or non-compliance to the Contract Documents. This information will be given to the Construction Contractor for issuance in a Deficiency Log or, if warranted, via a formal Non-compliance Notification (NCN). Reports of any deficiencies observed shall be forwarded within twenty-four (24) hours of the observation to the City.
 - x. The A/E shall visit the site at intervals appropriate to the stage/phase of the work or not less than one (1) visit every week, and report observations at on-site Project meetings. The A/E shall schedule these visits at an interval appropriate to the stage of construction and shall submit a written report within five (5) business days of the visit. These visits to the maximum extent possible shall occur concurrent with the construction progress meetings;
 - xi. The A/E (and by extension members of the A/E team), as a representative of the City, shall visit the site (1) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the work completed, (2) to endeavor to guard the City against defects and deficiencies in the work, and (3) to determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. The A/E and its team members shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The A/E shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Construction Contractor's rights and responsibilities under the Contract Documents;
 - xii. The A/E shall attend construction progress meetings at the site.

Meeting frequency shall be scheduled at intervals appropriate to the stage/phase of the work, but shall be at a minimum weekly. Meeting attendees vary but may include: the Construction Contractor and City representatives. The A/E shall verify the minutes of the meeting. The A/E Principal-in-Charge of the Project shall attend monthly executive progress meetings on site with City staff, Construction Contractor Project executives and senior staff, and Construction Management Agency, if applicable;

xiii. The A/E shall review reports on inspections and tests and notify the City and the Construction Contractor of observed deficiencies as noted in such reports;

xiv. The A/E shall participate in commissioning meetings to ensure compliance with Construction Contract specifications, pre-construction meetings for various trades, and other meetings as required; and

xv. The A/E shall review claims, disputes, or other matters between the City and the Construction Contractor relating to the execution or progress of the work as provided in the Contract.

j. The A/E shall provide Project Closeout services initiated upon notice from the Construction Contractor that the Construction Contractor has performed a detailed and through inspection of the work. Notices shall consist of a detailed punch list outlining all outstanding items. Project Closeout services shall consist of:

- i. A detailed inspection with the City representatives and the Construction Manager for conformance of the work to the Construction Contract and to verify the list submitted by the Construction Contractor of items to be completed or corrected.
- ii. Provide technical information and recommendations regarding the amounts to be retained until final completion in order for the City to secure and receive consent of surety or sureties, if any, to reduction in or partial release of the retainage or final payment.
- iii. Generation of final punch lists for all systems and finishes (site, building, exterior, roof, glazing, interior finishes, mechanical, electrical and plumbing systems, etc.) upon substantial completion.
- iv. Issuance of Certifications of Substantial Completion.
- v. Inspections upon notice by the Construction Contractor that the work will be ready for final inspection and acceptance.
- vi. Notification to the City and the Construction Contractor of

- deficiencies found in follow-up inspections, if any.
- vii. Final inspection with the City representatives and Construction Manager to verify final completion of the work.
 - viii. Receipt, review for compliance with Construction Contract specifications, and transmittal of manuals, tools, equipment, spare parts, warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the City against liens.
 - ix. Review of Operations and Maintenance manuals and as-built drawings for completeness and correctness.
 - x. Issuance of Certificate of Final Completion.

9. POST-CONSTRUCTION SERVICES

- a. The A/E shall advise the City on the operation of building systems during initial occupancy, and coordinate warranty work by the Construction Contractor after completion, for up to one year from the date of final completion.
- b. The A/E shall create **As-Built Documents** by converting Construction Contractor posted "field set" drawings and specifications using the **Construction Set** as base drawings. The A/E shall delete from the **As-Built Documents** the following information: new work notes; new work dimensions; and graphic references to new/existing construction. **As-Built Documents** shall be submitted to the City in PDF, CAD, and Revit format. Printed copies may also be required as requested by the City.
- c. The A/E shall prepare simplified plan diagrams for the City use in its emergency evacuation/management procedures.
- d. All records related to both the Contract and the Construction Contractor Contract shall be maintained for a minimum of five (5) years after all activities related to either have been completed.

APPENDIX B: GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the “General Conditions”) shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by the City of Franklin, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “the City”). Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the City: failure to do so will be at the Bidder’s/Contractor’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the City’s Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by City will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the City in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the City and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 et seq. (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the City. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.

2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”,

“Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

- a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership, or other organization bidding or offering on any Solicitation issued by the City and/or offering to enter into Contracts with the City. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the City will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the City or who enters into any contract to which the City is a party.
- e. City: The City of Franklin, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the City.
- f. City Administrator: The City Manager of the City of Franklin and has signatory authority to bind the City to all contracts.
- g. City Attorney: The City Attorney of the City of Franklin.
- h. Purchasing Agent: The Director of Finance is the City’s Purchasing Agent and is responsible for the purchasing activity of the City of Finance.

i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the City and all Contracts to which the City is party.

j. His: Any references to “his” shall include his, her, their, or its as appropriate.

k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the City. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.

l. Purchasing Agent: The Purchasing Agent employed by the City and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.

m. Request for Proposal (also referred to herein as a “RFQ”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFQ will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.

n. Solicitation: The process of notifying prospective Bidders or Offerors that the City wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. “Solicitation” includes any notification of the City requirements may consist of public advertising (newspaper, City’s website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes (“IFQ”), Initiations to Bid (“IFB”), or Requests for Proposal (“RFQ”), the public posting of notices, issuance of an Open Market Procurement (“OMP”), or telephone calls to prospective Bidders or Offerors.

o. State: The Commonwealth of Virginia.

3. AUTHORITY: The Purchasing Agent shall serve as the principal public purchasing official for the City, and shall be responsible for the procurement of goods, services, insurance, and construction in accordance with the City’s Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary,

modifying every Solicitation and purchase order issued by the City. The City Administrator has signatory authority to bind the City to all contracts made lawfully.

No other City officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the City for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the City shall not be bound thereby.

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the City's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the City in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The City must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.

5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the City does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the City shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the City does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.

6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the City no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by

the City. Notifications regarding specifications may not be considered if received in less than seven

(7) business days of the date set for opening of Bids/receipt of Proposals.

7. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the City, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the City.

8. **LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The City is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers, or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches City by the designated date and hour. The following rules apply to all Bids submitted to the City:

- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
- b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
- c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the City in its sole discretion may choose to consider the original Bid except that the City may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
- d. If an emergency or unanticipated event or closing interrupts or suspends the City's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first workday on which normal City business operations resume.

9. **WITHDRAWAL OF BIDS:**

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake

as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the City of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the City, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the City may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any

material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

f. The City shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the City denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the City shall return all work papers and copies thereof that have been submitted by the Bidder.

g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. **IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the City shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the City's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the City Administrator.

12. **ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the City. The City may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

13. **COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.

14. **CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.

15. **RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the City explaining the same.

16. **BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation, or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials, or supplies.

17. **BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFQ will be made available for inspection as provided in Section 21 of these General Conditions.

18. **TAX EXEMPTION:** The City is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.

19. **DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the City, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the City or any agency, public entity/locality or authority of the State.

20. **NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any City representative or employee, other than the Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any City representative, other than the Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.

21. **VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 et seq., except:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for the City shall not be open to public inspection;
- b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the City decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
- c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of

Proposals are completed but prior to award except in the event that the City decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;

d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;

e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and

f. Nothing contained in this Section 21 shall be construed to require the City, when procuring by “competitive negotiation” (RFQ), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the City.

22. **CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the City that no conflict of interest exists between Bidder/Contractor and City that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the City.

SPECIFICATIONS

23. **OMISSIONS OR DISCREPANCIES:** Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the City within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the City will send a written addendum for clarification to all Bidders no later than three

(3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the City in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in

accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. **BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the City in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to indicate the product clearly and specifically being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. **FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted, and the Bidder will be required to furnish articles in conformity with that specification.

26. **CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. **RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;

- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the City on debt or Contract or is a defaulter on surety to the City or whether the Bidder's City taxes, or assessments are delinquent; and
- k. Such other information as may be secured by the City, the Purchasing Agent having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the City shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. **AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES:** The City shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the City to accept it. Awards made in response to a RFQ will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the City taking into consideration the evaluation factors set forth in the RFQ. The City reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the City. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the City. The City also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFQ, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the City at any time. The reasons for cancellation or rejection shall be made part of the contract file. The City shall not cancel or reject an IFB, a RFQ, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. **EXCLUSION OF INSURANCE BIDS PROHIBITED:** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the City in response to a RFQ or an IFB; excepting that the City may debar a prospective insurer pursuant

to its Debarment Policy, see Chapter 2 of the City's Procurement Policies and Procedures.

30. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the City will publicly post such notice on the City website.

31. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The City further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. **TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:**

a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the City may give preference to Goods, Services and construction produced in the City of Franklin or provided by persons, firms or corporations having principal places of business in the City of Franklin. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no City or State choice is available, the tie shall be decided publicly by lot. The decision by the City to make award to one or more such Bidders shall be final.

b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of

compliance with this Section 32, the City may rely upon the accuracy of the information posted on this website.

c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

33. **NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Pursuant to Virginia Code § 2.2- 4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the City may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the City prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

A. Anti-Discrimination:

By submitting bids or proposals, bidders, offerors or contractors certify to City of Franklin (the "City") that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, which provides:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, political affiliation, veteran status, 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, shall state that such contractor is an equal opportunity employer.

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

2. The contractor shall 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.

3. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as amended, in all invitations to bid, requests for proposals, contracts, and purchase orders, City of Franklin does not discriminate against faith-based organizations. "Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

B. Ethics in Public Contracting:

By submitting a bid or proposal, bidders, offerors or contractors certify that their bids or proposals are made in full compliance with the Virginia Conflicts of Interest Act and without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

C. Immigration Reform and Control Act of 1986:

By submitting a bid or proposal, bidders, offerors or contractors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

D. Policy on Drug and Alcohol Abuse:

City of Franklin has adopted a Policy on Drug and Alcohol Abuse. By submitting a bid or proposal, bidders, offerors or contractors certify full compliance with this policy. A copy of

the policy is available upon request. Further, in every contract over \$10,000 the following provisions apply:

During the performance of this contract, 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.

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 this chapter, 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.

E. Taxes:

City of Franklin (federal I.D. #54-6001284) is exempt from federal, state and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for a vendor upon request.

F. Delivery:

All costs and other charges associated with the delivery of a good or non-professional service shall be paid as indicated in the accepted bid or proposal. The City reserves the right to cancel all or any part of a contract without obligation if delivery is not made within the time period specified in the bid or proposal document or if the quantity or quality of products or non-professional services delivered is inadequate.

G. Required Signature:

Prior to executing any contract, the City may request documentation of the signer's authority.

H. Qualifications of Bidders, Offerors or Contractors:

The bidder, offeror, or contractor represents and warrants that it has the requisite experience, skills, capabilities, and manpower to perform the duties required by the contract in a good and workmanlike fashion and that it is authorized to do business in Virginia and has all

necessary licenses required by law. The City of Franklin may make such reasonable investigations as deemed proper and necessary to determine the ability of a bidder, offeror or contractor to perform the work or supply the goods. The bidder, offeror or contractor shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect the bidder's, offeror's, or contractor's physical facilities prior to award to satisfy questions regarding the bidder's or offeror's capabilities. Further, the City reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such bidder or offeror fails to satisfy the City that such bidder or offeror is properly qualified to carry out the obligations of the contract and to complete the work or supply the goods.

I. Changes to the Contract:

No fixed price contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000, whichever is greater. Changes can be made to the contract only by mutual agreement of the parties evidenced by a signed writing

J. Payment Terms:

All approved invoices will be paid within forty-five (45) days of receipt.

K. Default:

In case of default by the contractor for failure to deliver or perform in accordance with the contract's specifications or terms and conditions, the City may procure the articles or services from other sources and hold the defaulting the contractor responsible for any resulting additional purchase and administrative costs. The City will normally repurchase from the next low bidder or purchase competitively by re-solicitation. If the repurchase results in increased costs to the City, a letter will be sent to the defaulted contractor requiring payment for additional costs. When repayment is requested, the contractor will be removed from future bidding until the repayment has occurred. The contractor shall not be liable for any excess cost if the failure to perform arises out of any act of war, order of legal authority, strikes, act of God, or other unavoidable causes not attributed to their fault or negligence. Failure of a contractor's source to deliver is generally not considered to be an unavoidable cause. The burden of proof rests with the contractor.

L. Assignment:

The contract may not be assigned, sublet, or transferred without the written consent of the City of Franklin.

M. Hold Harmless:

The contractor and all its subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the City of Franklin, its City Council members, officers, employees and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting there from, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the contract. Compliance by the contractor with the insurance provisions hereof shall not relieve the contractor from liability under this provision.

N. Audit:

The Contractor hereby agrees to retain all books, records, and other documents related to this Agreement for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The City and its authorized agents, state auditors, the grantor of the funds to the City, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts or transcriptions.

O. Ownership of Documents:

Any reports, studies, photographs, negatives, or other documents prepared by the contractor in the performance of its obligations under this contract shall be remitted to the City upon completion, termination or cancellation of the contract. The Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the contractor's obligations under this Agreement without the prior written consent of the City. The City shall own the intellectual property rights to all materials produced under this Agreement.

P. Payment and Performance Bond:

If required by law, the contractor shall furnish to the City performance and payment bonds in the amount of the Contract Sum, regardless of its amount, pursuant to Sections 2.2-4336 and 2.2-4337 of the Code of Virginia, 1950, as amended (the "Code") and shall otherwise fully comply with the requirements of such sections of the Code.

Q. Required Payment to Subcontractors:

Pursuant to Section 2.2-4354 of the Code, the contractor covenants and agrees to:

1. within seven (7) days after receipt of any amounts paid to the contractor under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the City attributable to the Services under the contract performed by such subcontractor, or (ii) notify the City and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
2. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the contract; and
3. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the contractor on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the City for services performed by the subcontractor under the contract, except for amounts withheld pursuant to subparagraph 12, a above.
4. include in its contracts with any and all subcontractors the requirements of a, b, and, c above.

R. Liability Coverage:

The contractor shall take out and maintain during the life of the Agreement such bodily injury, liability and property damage liability insurance as shall protect it and the City from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this contract.

S. Loss or Damage in Transit:

Delivery by the contractor to a common carrier does not constitute delivery to the City. Any claim for loss or damage incurred during delivery shall be between the contractor and the carrier. The City accepts title only when goods are received regardless of the F.O.B. point. The City will note all apparent damages in transit on the freight bill and notify the contractor. Discovery of concealed damages or loss will be reported by the City to the carrier and the contractor within seven days of receipt and prior to removal from the point of delivery if possible. the contractor shall make immediate replacement of the damaged or lost merchandise or be in default of this contract. It shall be the contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the City, the contractor may deduct the amount of damage or loss from his or her invoice to the City in lieu of replacement.

T. No Waiver:

Any failure of the City to demand rigid adherence to one or more of the terms and provisions of the contract, including these General Terms and Conditions, on one or more occasions, shall not be construed as a waiver nor deprive the City of the right to insist upon strict compliance with the terms of the contract. Any waiver of a term of the contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

U. Termination:

The City may terminate the contract for its convenience and any or no cause at any time upon written notice to the contractor. the contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the contractor's services under the contract.

V. Choice of Law:

To ensure uniformity of the enforcement of the contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this contract is made and is intended to be performed in the Commonwealth of Virginia, and shall be governed by and construed in accordance with the laws of that state without regard to principles of conflicts of law.

W. Severability:

If any provision of the contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and the contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the contract, and the remaining provisions of the contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from the contract.

X. Contractual Claims Procedure:

1. Contractual claims or disputes by the contractor, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that the contractor shall give the City written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of the contractor' intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient

detail to identify the claim, together with its character and scope. Whether or not the contractor files such written notice, the contractor shall proceed with the services as directed. If the contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

2. The City, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the contractor by written notice.

3. If the contractor disagrees with the decision of the City concerning any pending claim, the contractor shall promptly notify the City by written notice that the contractor is proceeding with the services under protest. Any claim not resolved whether by failure of the contractor to accept the decision of the City or under a written notice of the contractor' intention to file a claim or a detailed claim not acted upon by the governing body of the City, shall be specifically exempt by the contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

4. The decision on contractual claims by the governing body of the City shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

Y. Subject to Annual Appropriation:

The contract is subject to annual appropriation by the City Council of the City of Franklin, Virginia. Neither the contract nor any amount due or to become due under the contract shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the City. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the City, shall be obligated to pay any amount due or to become due under this contract except from funds annually appropriated by the City Council of the City of Franklin for such purpose.

In the event of non-appropriation of funds for the items under this contract, the City may terminate this contract as to the services for which funds have not been appropriated. Written notice will be provided to the contractor as soon as possible after such action is taken.

Z. Forum Selection:

The parties hereby submit to the personal jurisdiction and venue of the Circuit Court of County of Southampton, Virginia, and the General District Court of City of Franklin, Virginia, for resolution of any and all claims, causes of action or disputes arising out of or related to this Agreement. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this contract shall have jurisdiction and venue in the Circuit Court of County of Southampton, Virginia, and/or the General District Court of City of Franklin, Virginia, and shall be brought only in such courts.

Appendix B: General Conditions & Instructions

We understand the General Conditions & Instructions of these specifications and will comply in full if awarded this contract.

Name & Title

Signature

Date

RETURN THIS PAGE

Appendix C: Insurance Checklist

Items marked “X” are required to be provided if award is made to your firm.

Required	Coverage Required	Limits of Liability (Denotes minimums)
X	Worker’s Compensation and Employers’ Liability; Admitted in Virginia Employers’ Liability All States Endorsement Voluntary Compensation Endorsement Best’s Guide Rating-A-VIII or better, or its equivalent	Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory
X	Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best’s Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
X	Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End Best’s Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
X	Prof. Errors and Omissions Best’s Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Limit Ea. Occurrence
	Garage Liability	\$1,000,000 CSL Ea. Occurrence
	Garage Keeper’s Legal Liability Best’s Guide Rating-A-VIII or better, or its equivalent	Maximum Value of One Vehicle Maximum Value of All Vehicles Contractor
X	Umbrella Liability Best’s Guide Rating-A-VIII or better, or its equivalent.	\$1,000,000
	Other Insurance:	
X	“City of Franklin 207 W. 2 nd Avenue Franklin VA 23851” named as an additional insured on Auto and General Liability Policies. (This coverage is primary to all other coverage the City may possess and must be shown on the certificate.)	
X	30-day written cancellation notice required, 15-day cancellation notice required for non-payment to , owner– Ref. Code of Virginia Section 38.2-231. Also, the words “endeavor to” and “failure to mail such notice” clause shall be removed from the cancellation notice.	
X	The Certificate must state Bid/RFP No. and Bid/RFP Title.	
X	Contractor shall submit Certificate of Insurance within five business days from notification of award.	

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

Name & Title

Signature

Date

RETURN THIS PAGE

Appendix D: Non-Collusion Statement

The party making the foregoing quote hereby certifies that such quote is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder/Offeror or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any Offeror, or to fix any overhead, profit or cost element of said bid price, or of that of any other Offeror, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By signing this quote, the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of City of the Commonwealth of Virginia. Offeror also certifies by signing this quote that no conflict of interest exists between Contractor and the Owner that interferes with fair competition and no conflict of interest exists between Contractor and another person or organization that constitutes a conflict of interest with respect to the contract with the Owner. Undersigned Offeror hereby certifies that he/she has carefully examined all conditions and specifications of this Request for Proposal and hereby submits this proposal pursuant to such instructions and specifications, without exception.

Name & Title

Signature

Date

RETURN THIS PAGE

Appendix E: Offeror Data Sheet

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in determining your proposal to be not acceptable.

1. Qualification: The Offeror must have the capability and capacity to satisfy all the contractual requirements.

2. Offeror's Primary Contact:

Name: _____ E-mail: _____ Phone: _____

Address: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of goods and service: _____ Years

4. SCC # _____

5. Have you or any representative within your organization ever been debarred from submitting bids/proposals on contracts by City? _____

6. Have you or any representative within your organization ever been debarred from submitting bids/proposals on contracts by an agency, public entity/locality or authority of the Commonwealth of Virginia? _____

7. Indicate three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services.

A. Company: _____

Contact: _____

Phone: () _____

Project: _____

Dates of Service: _____ \$Value: _____

B. Company: _____

Contact: _____

Phone: () _____

Project: _____

Dates of Service: _____ \$Value: _____

C. Company: _____

Contact: _____

Phone: () _____

Project: _____

Dates of Service: _____ \$Value: _____

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Appendix F: Offeror Statement

Undersigned Offeror hereby certifies that he/she has carefully examined all conditions and specifications of this solicitation and hereby submits this proposal pursuant to such instructions and instructions.

Print Name & Title of Authorized Person Submitting Proposal

Signature of Authorized Person Submitting Proposal

Date

SUBSCRIBED AND SWORN to before me by the above named

_____ on the _____ day of _____, 2021

Notary Public in and for the State of _____

My commission expires: _____

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Appendix G: SCC Form

The Bidder/Offeror/Contractor:

_____ 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 who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contract by which such goods were sold and shipped into Virginia from Offeror's out of state location)

OR

_____ is an out of state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's contracts with Virginia and describes why those contracts 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 if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact businesses in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number once issued (City reserves the right to determine in its sole discretion whether to allow such waiver) _____

Name & Title

Signature

Date

RETURN THIS PAGE

Appendix H: Offeror Question Form

Offerors are required to utilize this form for questions. You may submit multiple forms. Note on bottom of page the number of pages pertaining to your question/s.

RFP Reference Paragraph or Page #	Question

Number of pages submitted with this request: _____

Appendix H: Offeror Question Form

Name & Title

Signature

Date

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Appendix I: Addenda Form

Offerors shall ascertain prior to submitting a Proposal that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda by returning Appendix I.

Addenda	Signature
Addenda #1	
Addenda #2	
Addenda #3	
Addenda #4	
Addenda #5	
Addenda #6	
Addenda #7	
Addenda #8	
Addenda #9	
Addenda #10	

Name & Title

Signature

Date

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Appendix J: Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the Request for Proposal shall belong exclusively to the Owner 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, paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

**Confidential References Protection in Accordance with the Code of Virginia,
Section 2.2-4342F**

Section Title	Page No.	Reason(s) for Withholding from Disclosure

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 or work, or apparatus, identify 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; 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: 522 (b) (4); 12 C.F.R. 309.5 (c) (4).

Name & Title

Signature

Date

RETURN THIS PAGE

APPENDIX K
FEE WORKSHEET AND SCHEDULE SUMMARY

Fees are not to be submitted with the Offeror's Proposal
 See Section IV. METHOD OF AWARD for further information on fee negotiation.

Only at the request of the City, complete the summary worksheet and fee schedule with hourly rates for the Architect and each proposed subconsultant organized by Contract Line Item number (CLIN).

CLIN	Description	Unit (Lump Sum)	Price
A.3	Space Planning Specifications	LS	\$
A.4	Concept Design	LS	\$
A.5	Schematic Design	LS	\$
A.6	Design Development	LS	\$
A.7	Construction Documents	LS	\$
A.8	Construction Contract Administration	LS	\$
A.9	Post Construction Services	LS	\$
	Subtotal Basic Services		\$