



REQUEST FOR PROPOSAL

Town of Warsaw Request for Stormwater Treatment Facility Engineering and Design Services

Date of Issuance: 04/14/2017

Date Proposal Due: 05/19/2017

Sealed Proposals will be received until 2:00 PM on May 19th, 2017 for furnishing the professional services described herein. Late, facsimile, and/or electronic proposals will **not** be accepted.

All questions shall be directed to, and all correspondence and submittals shall be mailed or delivered in a sealed envelope to Robert Moore, Procurement Manager, at the following:

Robert Moore, Procurement Manager
78 Belle Ville Lane, Warsaw, Virginia 22572

rmoore@town.warsaw.va.us

RFP: Stormwater Facility

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1. Antidiscrimination Policy

The Town of Warsaw does not discriminate 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. See Code of Virginia, § 2.2-4310. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Manager as soon as possible.

2. General Information

A. Purpose of the Request

The Town of Warsaw (the “Town”), a political subdivision of the Commonwealth of Virginia, desires to engage the services of a qualified firm to provide Professional Engineering and Design Services as further detailed below.

This Request for Proposal (RFP) is part of a competitive procurement process that allows the Town to obtain the best value and to provide interested Offerors a fair opportunity for their services and capabilities to be duly considered.

The contents of the proposal submitted by the successful Offeror, this RFP, and all modifications made to the RFP, will become part of any contract awarded as a result of this solicitation.

For ease of reference, each individual/organization submitting a response to the Request for Proposal will be referred to as an “Offeror”. An Offeror whose proposal would result in a formal agreement will be referred to as a “Contractor”.

B. Contract Term

The Offeror shall include a proposed contract time in the proposal submission; the contract term will be one of the evaluation factors.

C. Competition Intended

It is the Town’s intent that this Request for Proposal (RFP) permit competition. It shall be the Offeror's responsibility to advise the Town’s Procurement Manager in writing if any language, requirement, scope of work, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such

notification shall be received by the Procurement Manager not later than 2:00 PM on April 21st, 2017.

D. Pre-Proposal Meeting – Site Visit

A pre-proposal meeting will not be held for this project. The Town has scheduled one (1) date/time when interested parties can visit the project site and review any available documents. Site visits may be conducted on **Thursday, April 20th, 2017 at 10:00 A.M.**

Interested parties shall assemble in entrance of the Town's lobby, located at 78 Belle Ville Lane, Warsaw Va. Questions will not be answered during the site visits. All questions related to the project must be directed Robert Moore, Procurement Manager. The selected Offeror (Contractor) will not be relieved from assuming all responsibility for properly estimating the difficulties and cost of performing the services required by, and described in, this RFP because of its failure to become acquainted with all the information concerning the services to be performed.

E. Scope of Services

The Town is seeking project management, design and engineering services for a new stormwater facility. The Town plans to acquire and demolish the abandoned Gannon Property, colloquially termed "The Bottom" near downtown Warsaw. The address of the property is listed as 5972 Richmond Road, Warsaw, Virginia 22572. Once demolished, the stormwater practice will take its place, providing for a solution to flooding on Main Street while creating a common area and greenspace in Town that will set an example for green development throughout the Region.

This project is slated to be funded through a mixture of various grants and loans. Once chosen, the engineering firm will be given the following:

- A comprehensive stormwater study of Main Street and the Gannon Property.
- A Phase I Environmental Assessment of the property.
- A comprehensive and detailed Title Report.
- Various other drawings and conceptals.

The Town expects that the provision of these materials will be reflected in a lower proposal cost.

F. Qualification Requirements

Qualification requirements for the contract shall include the following:

1. Registered to perform architectural services in the Commonwealth of Virginia with in-house design capabilities.
2. Thorough and extensive experience in stormwater engineering, and design.
3. Familiarity with local, state and federal standards, and regulations applicable to this project.
4. Available resources to perform the work in a timely manner. All individuals/firms submitting proposals must be authorized as required by law to transact business in the Commonwealth. The Offeror's Authorization to Transact Business in the Commonwealth number (SCC #) issued by the Commonwealth of Virginia State Corporation Commission shall be included with the proposal submission. Proposals submitted without proof of Authorization, or without a noted exemption from the Virginia State requirement will be rejected. All Authorization to Transact Business in the Commonwealth numbers and exemptions will be confirmed by the Procurement Manager before proposal distribution.

G. Project Schedule

Offeror shall include a proposed project schedule for performing the work specified in this RFP with its proposal. This will be a factor in the award decision.

H. Questions Regarding the Project

Questions concerning general and/or technical details of the scope of work, or this RFP, shall be submitted in writing (email, fax, USPS, or delivery service) to:

Robert Moore, Procurement Manager,
Town of Warsaw
78 Belle Ville Lane
Warsaw, Va. 22572
Telephone 804-333-3737
Fax 804-333- 3104
Email: Rmoore@Town.warsaw.va.us.

Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Bidders are prohibited from contacting the Town's staff other than the Office of the Procurement Manager before the award of a

contract resulting from this solicitation. If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addenda only.

Offerors are cautioned that any written, electronic, or oral representations made by any representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Manager. Potential Offerors are required to submit any and all questions in writing directly to the Town's Procurement Manager at the address referenced above no later than Thursday, May 11, 2017, 10:00 a.m. No questions will be considered if submitted after this date/time. Written responses, including the questions, will be provided to all Offerors via an official Addendum.

I. Award of Agreement

The Town, in its sole discretion, reserves the right to reject any or all proposals, to waive informalities and to negotiate an Agreement with the selected Offerors. The Town reserves the right, in its sole discretion, to reject any proposal it believes would not be in its best interest.

J. Termination

1. Subject to the provisions below, the Town may terminate the Contract upon thirty (30) days written notice to the Contractor. If any work or service is in progress, but is not completed as of the date of termination, then the Contract may be extended upon written approval of the Town until said work, goods, or services are completed and accepted.
2. Termination for Convenience: The Town may terminate the resulting Contract for convenience at any time, in which the case the Town shall pay for services rendered to the point of termination.
3. Termination for Cause: In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.
4. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: If funds are not appropriated or otherwise made available to support continuation of the performance of the Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred under the Contract.

K. Contractual Disputes

The Contractor shall give written notice to the Town Manager of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Town Manager by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion of the Contract. If the claim is not disposed of by agreement, the Procurement Manager shall reduce his/her decision to writing and mail or otherwise forward a copy to the Contractor within thirty (30) days of the Town's receipt of the claim.

The Procurement Manager's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Town Manager, or his/her designee. The Town Manager shall render a decision within sixty (60) days of receipt of the appeal.

L. Severability

If any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract (Agreement) but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

M. Emergency Order

In the event of an emergency, the Town reserves the right to order the contracted services or supplies from other sources which could provide a faster delivery time.

3. Proposed Requirements

A. Effect of Proposal Submission

All information requested, and the requirements of this RFP, must be supplied in writing in order for the Town to consider the proposal complete. Submission of a proposal shall constitute an agreement to include the provisions contained in this RFP and/or in the Offeror's proposal in any agreement negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions".

By submitting a proposal, the Offeror agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it will not make any claim for, or have to right to, cancellation of or relief from the contract because of any misunderstanding or lack of information.

B. Due Date and Copies Returned

Proposals will be received until 2:00 PM Eastern time, as per the Official Purchasing Timeclock, on May 19, 2017. Proposals must be received by the Purchasing Office before, or by the date/time noted above. The Town will not accept proposals after that date and time.

Proposals received in the Purchasing Office after the date and time prescribed will not be considered for evaluation and will be returned, unopened, to the Offeror. It shall be the Offeror's responsibility to ensure its proposal has been received by the Purchasing Office on or before the deadline published above.

The Town is not responsible for delays in the Postal service or other methods of delivery. Offerors shall submit five (5) copies of their technical proposals with one marked "Original" (for a total of six). Each copy of the proposal shall be bound or contained in a single volume where practical. Offerors shall deliver sealed proposals to: Town of Warsaw Attn: Procurement Manager, 78 Belle Ville Lane, Warsaw, Va. 22572. No other proposal distributions by the Offeror shall be permitted.

C. Conflicts of Interest

This solicitation is subject to the provisions of § 2.2-3100 *et seq.*, Virginia Code, the Virginia Conflicts of Interest Act. No member of the Town, Richmond County Board of Supervisors, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a sub-contractor in connection with any bid or proposal, or have a personal interest therein as defined by Virginia Code.

D. Collusion

All submitted proposals shall be made without collusion or fraud. This includes any prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements. Collusive bidding is a violation of Federal Law and can result in fines, prison sentences, and civil damage awards.

E. Ownership

The Town requires all Offerors submitting proposals to indicate their form of organization and current principal place of business.

F. Confidentiality

Proprietary information that is submitted must be clearly identified as such at the time of submission (the Virginia Freedom of Information Act –FOIA – § 2.2-3700 *et. seq.* of the Code of Virginia.) Offerors must invoke this protection by written request, and identify the specific area or scope of data or other materials to be protected and state the reasons why protection is needed.

Proprietary information, if any, shall be clearly identified as such within the submittal and should be easily segregated from other portions of the proposal; pricing and other material portions of the proposal will not be considered proprietary. The entire proposal cannot be protected, only that information that is considered proprietary or trade secrets.

G. Submittal Contents

Offerors shall submit five (5) copies of their Proposal (Statements of Interest and Qualifications with one marked “Original”). Proposals should be as thorough and detailed as possible so that the Town may properly evaluate the Offeror’s capabilities to provide the required services. Each Offeror’s proposal shall be organized in the sequence outlined below:

1. Project team overview: The overview shall include a description of the personnel and consultant(s), if any, to be assigned to the project, their duties and the office location of personnel and consultants. The project team overview shall indicate the office location where management of the project will occur and the location from which the majority of the staff resources will be provided.
2. Resumes of key personnel for the Architectural/Engineering firm and the consultant(s) to be assigned to the project. A maximum of one (1) page per individual resume.
3. Organizational chart. The project team organizational chart shall indicate the project manager.
4. Description of the firm’s capabilities and any other consultant’s capabilities (maximum of three (3) pages).

5. Recent relevant projects performed by individuals who will be assigned to work this project, with project locations, and original and final construction costs; and, names, titles and phone numbers of contact persons. Include at least three (3) municipal references.
6. Demonstrated capacity as Project Managers, effectively controlling project costs and accomplishing work in a timely manner. Describe the organizational structure and project approach that will be used to manage and design projects.
7. The proposal content shall not exceed forty (50) pages. A letter from each proposed sub-consultant committing to work on the project team shall also be submitted with the proposal (these letters will not count towards the fifty (50) page limit). All proposals shall be signed by an officer or employee authorized to bind the firm contractually.

4. Selection of a Contractor

A. Approving Authority

The approving authority for this RFP is The Town of Warsaw, VA.

B. Selection Committee

The Town will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of an Offeror to the Warsaw Town Council.

C. Interview

Based on the results of proposal evaluation by the Selection Committee, the highest rated Offerors may be invited by the Town Manager to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the Offeror.

There is no specified number of Offerors that may be selected for interview. Interviews will be conducted in a location selected by the Town as provided by law. Presentations by the selected Offerors during the interviews shall not exceed forty-five (45) minutes in length, followed by a question/answer period not to exceed thirty (30) minutes in length. The selected Offerors may use any presentation method deemed by the Offeror to be most effective.

D. Basis of Award

The Selection Committee will base its award recommendation on the Evaluation Criteria set forth in this RFP. The Award will be made to the responsible Offeror whose proposal, interview, and resulting contract conforms to this solicitation and is most advantageous to the Town. If the Town is unable to come to agreement with the highest ranked Offeror during negotiations, the negotiations will be terminated and the Offeror ranked second shall be selected for negotiations. This process will be followed until a contract satisfactory to the Town can be made. Should the Town determine in writing, and in its sole discretion, that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

E. Evaluation Criteria

The Selection Committee will base its initial and final evaluation on the following criteria and corresponding points scale:

- Evaluation Criteria: 40
- Firm and Project Team credentials, qualifications and experience: 30
- Project understanding/proposed project and project management approach/overall quality of proposal: 40
- Time to perform work and ability to control project costs: 30
- Representative Projects and References: 60
- TOTAL POINTS - 200

The Town's Procurement Manager may arrange for discussion with Offerors submitting proposals, if required, for the purpose of obtaining additional information or clarification. The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work. The Selection Committee and/or its representative(s) reserve the right to inspect the Offeror's physical premise prior to making a final selection.

F. Ownership of Documents

The Offeror shall provide the Town with documents bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with the Town's computer equipment and software. All documents, including computer media, submitted in response to this solicitation shall become the property of the Town. All documents, including computer media, prepared in conjunction with, and relating to, the work detailed in this solicitation and resulting contract shall become the property of the Town upon final payment of all fees to the Contractor as forth for in the contract.

G. Prime Contractor

The successful Offeror (Contractor) shall assume full responsibility for the complete effort as required by this RFP. The selected Offeror shall be the sole point of contact for the Town with regard to all contractual responsibilities.

H. Contract Development

Once an Offeror is tentatively selected based on the “Evaluation Criteria” detailed in this solicitation, the Town reserves the right to conduct further discussions/negotiations with the selected Offeror. As a result of this discussion and negotiation, the Town may propose, in writing, a contract that amends the scope of the RFP or the Offeror’s proposal before signing the contract. At the same time, this RFP and the Offeror’s proposal may be incorporated by reference directly into the final contract. The Contract, this RFP, any addenda, and the Offeror’s proposal submission in response thereto shall constitute the whole agreement between the parties. If a satisfactory proposed contract cannot be negotiated with the highest ranked Offeror, negotiations will be terminated. Negotiations shall then be undertaken with the Offeror rated second most qualified and so on until an agreement is reached with an Offeror.

I. Notice to Proceed

A Notice to Proceed will be enclosed with the resulting contract. A purchase order may or may not be enclosed with the resulting contract or may or may not be issued shortly thereafter. If issued, the purchase order will form an integral part of the resulting contract. The purchase order indicates that sufficient funds are obligated and assures distribution of the necessary receiving reports and/or invoice payment approvals. However, the purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the Contract and any modification thereto.

J. Acceptance, Invoicing, and Payment

Tasks and all reports shall be conducted and completed following recognized and customarily accepted industry practices, and shall be considered complete when the product or service is approved as acceptable by the Town. The Contractor shall submit invoices detailing the services performed and completed to the Town. The invoice submittal shall provide sufficient information to justify the invoiced amount.

Invoices that, in the Town's sole opinion, do not clearly detail services provided and completed shall be returned to the Contractor. The Contractor's invoice shall cite the appropriate Town purchase order and contract numbers. The Town will make payment to the Contractor, net forty-five (45) days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services as verified by the Town.

K. Insurance

The successful Offeror shall comply with the insurance requirements set forth in the following numbered paragraphs and those required under the Commonwealth of Virginia statutory requirements. The Offeror's proposal shall clearly describe any desired exceptions to the insurance coverage required.

1. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with contracted work.
2. The Contractor shall provide certified copies of all insurance coverage on behalf of the Contract five (5) days before work beginning. These certified copies will be sent to the the Town's Procurement Manager from the Contractor's insurance agent or representative. Certificates of Insurance submitted to the Town shall have the corresponding Contract/Agreement number noted on them.
3. The Contractor shall, during the term of the Contract, provide and agree to maintain the following:
 - a. Workers' Compensation and Employees insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force with the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. General Liability insurance sufficient to protect the Contractor, its subcontractors, and the interest of the Town, against any or all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverage for explosion, collapse, and underground

hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work. Professional liability insurance in the amount of \$1,000,000.00 is also required.

- c. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor and/or its subcontractors in the performance of the work. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability Policy, or a Commercial General Liability policy.
 - d. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Town's Procurement Manager before a contract is executed and any work is started.
4. The Contractor will secure and maintain all insurance policies of its subcontractors. Those policies shall be made available to the Town on request.
 5. No change, cancellation, or non-renewal shall be made to any insurance coverage without a thirty (30) day written notice to the Town's Procurement Manager. The Contractor shall furnish the Town's Procurement Manager a new certificate before any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Town's Procurement Manager.
 6. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the Town shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Town for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
 7. Compliance by the Contractor and all subcontractors with the foregoing requirements shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of this contract.
 8. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude the Town from

supervising and/or inspecting the work as the end result. The Contractor shall assume all on-the-job responsibilities for the control of persons directly employed by it, the subcontractors, any person employed by the subcontractor.

9. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and the Town. The Contractor shall be as fully responsible to the Town for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.
10. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
11. The Contractor, and all subcontractors, are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
12. The Town of Warsaw shall be named additional insured in the General Liability policies and stated so on the Certificate of Insurance.

L. Certification of Authority to Transact Business in Virginia

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. If your authority to transact business is revoked or cancelled at any time during the term of this contract the County may void any and all agreements and/or contracts at any time without notice, set-off or recourse.

I certify that _____ is authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code: Yes/No (Circle one)

CONTRACTOR'S identification number issued by the SCC: _____

If you assert that your entity is not required to have such state authorization, state your exception/exemption: _____