



CITY OF BRISTOL, VIRGINIA

REQUEST FOR PROPOSAL

**ON-CALL PROFESSIONAL SERVICES
FOR
CONSTRUCTION ENGINEERING AND INSPECTION**

ENG-25-001

ISSUE DATE : 2:00 p.m. EST, Friday, March 14th, 2025

ACCEPTANCE PLACE: City of Bristol, Virginia
Purchasing Office
300 Lee Street
Bristol, VA 24201

DUE DATE : 2:00 p.m. EST, Monday, April 14th, 2025

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Attachment 1: Required Contract Provisions for Federal-Aid Construction Contracts

Attachment 2: VDOT Special Provision for Notice of Requirement for Affirmative Action to Ensure
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Attachment 3: VDOT Consultant Title VI Evaluation Form

Attachment 4: Title VI/Non-Discrimination Assurance (DOT Order No. 1050.2A)

1.0 PURPOSE AND GENERAL INFORMATION

The City of Bristol, Virginia (the City) is seeking competitive proposals from qualified Consultants to perform comprehensive Construction Engineering and Inspection Services (CEI). This will include various projects on an “as needed” basis for City, State, and/or Federally Funded projects. Projects may include, but are not limited to, construction engineering and inspections services for bridge, roadway, traffic signals, and shared use paths. Federally funded and Virginia Department of Transportation (VDOT) locally administered projects may have Disadvantaged Business Enterprises (DBE) requirements, Small, Women and Minority (SWaM) Businesses utilization, and various records and forms. Services will include engineering plan constructability review, bid package review, on-site quality assurance and control, administrative services, materials testing, construction engineering, and inspection services.

The City requests proposals to fulfill the general criteria, tasks, and services as described in this RFP. Additional responsibilities may be added during the development of the construction project and as stated in the contract documents. All projects shall be constructed in accordance with the approved Plans and Special Provisions, VDOT Specifications and Standards, VDOT testing guidelines, and all other applicable procedures and guidelines for the administration of a VDOT and City project.

The City at their option may negotiate with any of the short-listed consultants for another Construction Engineering and Inspection Services (CEI) contract for services.

2.0 PROPOSED CALENDAR OF EVENTS

Issuance Date	3/14/2025 – 2:00 p.m. EST
Inquiries Deadline	3/31/2025 – 2:00 p.m. EST
Addendum Release	N/A
Due Date	4/14/2025 – 2:00 p.m. EST
Interviews	TBD
Board Review	TBD
Award Notification	TBD

3.0 SCOPE OF SERVICES

Upon award of a contract, the selected firm(s) will be requested to perform services throughout the term of the contract. A firm scope of services will be negotiated for each assignment with the firm(s) selected as best suited for that specific project. Project assignments shall be on an on-call, as-needed basis.

All requirements for inspection, materials testing, engineering, and construction management shall follow criteria as set forth by the VDOT Materials Division's Manual of Instructions and Test Methods Manual. Acceptance procedures shall meet VDOT standards and 23 CFR 637. Inspection procedures, requirements and documentation shall comply with the current edition of the VDOT Inspection Manual.

The selected Consultant for CEI Services responsibilities will include, but are not limited to, the following:

- Engineering plan constructability reviews.
- Bid package reviews.
- Full time on-site inspection, project administrative, engineering duties, and related work. The City Engineer, or his/her designee, will operate as the City Construction Manager to oversee all related construction engineering, administration and coordination with the City, the Consultant (CEI Firm), VDOT/FHWA, the Construction Contractor and all other agencies or citizens concerned.
- The Project staffing by the Consultant is presently anticipated to include at a minimum one (1) Construction Manager, one (1) Senior Inspector, and one (1) inspector "on call". Additional staff may be needed to provide all administrative and clerical work.
- In addition to the construction administration and quality assurance/control of all construction related activities, the Consultant shall perform and record all on-site materials testing, to include compressive stress tests for concrete field cylinders and other laboratory required testing. If a separate subconsultant is used for materials testing, the Consultant shall provide all necessary coordination, scheduling, and all other support as necessary to ensure the correct frequency, locations, documentation and type of testing required for all aspects of the project.

3.1 Requirements of the Consultant

It shall be the responsibility of the Consultant staff to perform the following responsibilities:

- Monitor and inspect the work of the Construction Contractor such that projects are constructed in conformity with the plans, specifications, and special provisions for the Construction Contract.
- Observe the Construction Contractor's work to determine the progress and quality of work performed.
- Identify and report discrepancies to the City and the Construction Contractor so that the Construction Contractor can correct such observed discrepancies. Assigned inspectors are to inform the City Construction Manager of any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor.

3.2 On-site Inspection

The Consultant shall perform on-site inspection by performing the following duties:

- Monitor the Construction Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in conformity with such documents.
- Maintain detailed, accurate records of the Construction Contractor's daily operations and of significant events that affect the work.
- Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the City's and VDOT's procedures. Construction Contractor employees performing such services shall be qualified in accordance with City and VDOT procedures. The Consultant shall inspect and verify these qualifications. Personnel identified in the Consultant's technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the City. Staff that have been removed for demonstrating unprofessional, unworkmanlike behavior or lack of experience shall be replaced by the Consultant within seven (7) calendar days after City notification.

3.3 Materials Sampling and Testing

The Consultant shall perform and record all on-site materials testing and shall provide all material testing equipment as required. This equipment will remain the property of the Consultant and shall be removed at completion of the work. The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documentation available to the City for verification, upon request. The Consultant's handling of nuclear gauges shall be in compliance with their license.

The material testing equipment shall include but not be limited to:

- soil/aggregate compaction kit.
- speedy moisture kit.
- one-point proctor mold hammer.
- gas/electric stove.
- pans and spoons.
- Scales.
- straight edge.
- sand cone device.
- slump cone.
- air meters.
- non-contact thermometer.

- 4' level.
- Any other concrete testing materials not listed.

Any testing device that will be used for acceptance/rejection of materials will need evidence of calibration as required in AASHTO/ASTM standards, or recommended by the manufacturer, whichever is stricter. All hand tools necessary for inspection services shall also be supplied by the Consultant.

3.4 Performance of the Consultant

During the term of the resultant contract, the City will review the Consultant's operations to determine compliance with the Agreement. The Consultant shall cooperate with and assist City representatives in conducting these reviews. If deficiencies are indicated, remedial action shall be implemented immediately by the Consultant. City recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies identified by the City. Remedial actions and required response times may include but are not necessarily limited to the following:

- Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel.
- Immediately replace personnel whose performance has been determined by the Consultant and/or the City to be inadequate.
- Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- Increase the scope and frequency of training of the Consultant personnel.

3.5 Consultant Staff Functions, Features of Work, and Knowledge Skills and Abilities

A. Construction Manager Function

The Construction Manager is responsible for managing assigned elements of a construction project to assure quality of the contractor's compliance with the plans and contract documents, as well as managing project personnel staffing, project inspection, and contract administration under the direction of the City Construction Manager.

Construction Manager Features of the Work

The Construction Manager will oversee assigned project elements which may involve structures, roadways, and other transportation facilities. Duties include, but are not limited to, the following:

- Analyze and interpret project plans and specifications to ensure project constructability.
- Identify design errors for the City.
- Determine impact for both the City and Construction Contractor.
- Interpret unclear contract language.
- Perform work order time impact analysis.
- Maintain and report Construction Contractor's daily production rates.
- Prepare independent detailed construction estimates.
- Make recommendations for partial and final contractor payments.
- Monitor project budgets and recommends any needed adjustments to the City Construction Manager.
- Supervises and manages inspection personnel and makes recommendations on project staffing.
- Conducts the pre- construction conference organized and scheduled by the City Construction Manager.
- Conducts utility coordination meetings, construction progress meetings and other types of conferences.
- Writes project management correspondence, and approves or rejects recommendations made by project inspectors.
- Recommends resolution of field construction problems.
- Recommends design changes.
- Performs analysis and prepares work orders and seeks input from the project controls group regarding the schedule/cost impact and works with the project design group, materials, environmental, traffic engineering right of way, the public and all other parties necessary to meet contract schedules and requirements.

Construction Manager Knowledge Skills and Abilities

Construction Manager is expected to have eight (8) years of experience in the management of roadway construction projects which include, but are not limited to, the following experience characteristics:

- Considerable knowledge of roadway, structure, traffic engineering, construction methods, procedures, practices, plans, specifications, and contracts.
- Experience with necessary materials for project use.
- Experience with implementation of performance, environmental, legal, and safety responsibilities related to construction of transportation facilities.
- Working knowledge of the VDOT Road and Bridge Specifications, Road and Bridge Standards, Construction Manual, and Inspector Manual.

- Skill in the application of electronic data processing equipment and contract management software.
- Ability to correctly apply survey, nuclear density, and materials testing equipment.
- Capability to supervise and manage employee work groups.
- Ability to interpret roadway plans, specifications, and contracts.
- Competency in the preparation of technical, financial, administrative, and explanatory correspondence.
- Recognition as a Certified Construction Manager through the Construction Management Association of America (CMAA) or similar Construction Manager Certification is preferred.

B. Construction Inspector Functions

The Construction Inspector inspects all phases of construction on highway construction and maintenance projects under the supervision of senior inspectors, construction project managers, or other supervisory personnel. The inspector shall have the ability to independently inspect routine highway construction phases for maintenance, bridge, and roadway construction projects. Assignments are of an independent or support nature depending on the scope or complexity of the project and are made by the Construction Project Manager or City Construction Manager on a case by case basis. The work is distinguished from the trainee level by the requirement to act and make decisions independently for routine project issues and to foster partnering relationships with contractors, the general public, or other project stakeholders.

The Construction Inspector will monitor the work of contractors to ensure quality control and contractor compliance of moderate complexity and generally be under the direct supervision of senior inspectors, construction managers, or supervisory personnel. Considerable freedom of action is allowed and specific instructions are required only as a result of the changes of the plans and specifications, non-performance by a contractor, or questions raised by the inspector.

Construction Inspector Features of Work

The Construction Inspector will perform the duties which include, but are not limited to, the following:

- Inspects assigned phases of work on a project to make official contact with Construction Contractor superintendent and other representatives to ensure conformance to plans, specifications, and other contract documents.

- Frequently checks lines, grades, dimensions of roadways and structures with an engineer's level and other survey equipment and advises the Construction Contractor of any discrepancies.
- Checks methods of construction where specific methods are stated and requires action to correct any variances and methods employed.
- Ensures that highways work zones and traffic control setups are in accordance with current standards.
- Prepares and reviews daily inspector reports for preparation of entries into project diaries as a working knowledge of Site Manager with the ability to properly document materials in the Materials Notebook as well as other test reports for materials.
- Monitors and records material data received showing quantities estimated to be required in quantities received used and tested.
- Checks materials and material documents to ensure that they have been tested and when necessary, performs routine physical testing and analysis of sample material on the job.
- Sends additional samples to the testing laboratories for verification of results.
- Monitors project budget.
- Assists in contractor's monthly evaluations.
- Maintains detailed records.
- Performs required materials testing.
- Communicates with the agency, contractor personnel, and the general public.

Construction Inspector Knowledge, Skills and Abilities: The inspector is expected to have three (3) years of inspection experience which include, but are not limited to, the following experience characteristics:

- Experience in the application of roadway, structure and bridge construction methods, materials, standards, construction symbols and terminology.
- Understanding of state and federal environmental, safety, and Equal Employment Opportunity guidelines and regulations.
- Working knowledge of mathematics including algebra, geometry, and trigonometry.
- Working skill in the operation of computer equipment, software programs, and field inspection equipment.
- Ability to read and interpret roadway, structure, bridge plans and their specifications.
- Competency in the application of mathematical formulas and engineering principles to determine minor adjustments to construction plans.

C. Senior Construction Inspector Functions

The Senior Inspector monitors and performs all types of inspection work on complex and routine highway projects or acts as a specialist and advisor to other inspectors on certain phases of work requiring specialized talent and experience. Assignments are of an independent nature and include responsibility for inspecting and monitoring the inspection work of any type and size of projects. The Senior Inspector is responsible for assigning and assisting inspectors in a manner that all phases of work will be given adequate inspection. Supervision is received from the Construction Manager or City Construction Manager by periodic visits and review of records and reports. The Inspector's authority is limited in that changes to the plans and specifications requested or recommended must be reviewed and approved by the design engineer to whom the authority has been delegated.

Senior Construction Inspector Features of Work

The Senior Inspector will perform the duties which include, but are not limited to, the following:

- Inspects all phases of work on a project and advises the contractor superintendent or other representatives of necessary action to ensure conformance with plans, specifications, and the contract.
- Inspects grading projects, paving projects, demolitions projects, special design bridge projects, signal projects, signing projects, coating projects, utility projects, other special projects as assigned.
- Reviews the performance of assistant inspectors daily advising of necessary corrective actions to ensure teamwork, partnering and project success.
- Answers questions from assistant inspectors and the contractor concerning contract requirements and application.
- Reviews and/or prepares daily reports for preparation of entries to the project diary, as-built plans, materials books, and work books.
- Prepare and review construction project construction reports and monthly project estimates and deliver them to Construction Contractor and City Construction Manager upon completion.
- Performs occasionally any and all duties of an assistant inspector when required by volume of work.
- Possesses proficiency in the use of routine survey equipment and is able to check grades, verify stakeouts (grading, and bridge stakeouts).
- Possesses ability to read and interpret highway construction plans and specifications.
- Performs detailed constructability review of any change orders.
- Maintains detailed reports.
- Performs required materials testing.

- Communicates effectively with agency and contractor personnel and the general public.

In addition to the duties noted for Construction Inspector, the Construction Senior Inspector monitors the Construction Contractor's operations to ensure compliance with contract terms and specifications. Independently coordinates and directs all phases of construction inspection of projects, which are typically complicated by extensive traffic control, sensitive to the public or environmentally challenging, or require significant project coordination with property owners, utility companies, or local/federal government representatives. Verifies lines, grades dimensions, and elevations using survey and field engineering equipment. Coordinates and schedules various phases of construction with the Construction Contractor and City personnel; reviews and monitors Construction Contractors' plan of operation; and advises Construction Contractor and the City Construction Manager of violations and recommends adjustments to operations. Recommends changes to construction plans to meet field condition; makes field measurements of pay items and conducts materials testing; checks equipment; maintains and reviews comprehensive project records including daily diaries, materials notebooks, as-built plans, pay quantity records, progress schedules, work orders and monthly estimates; and is aware of Civil Rights requirements. The Construction Senior Inspector aids in the development of work orders, investigations and analysis of Notices of Intent. Proven ability to work at heights, and within confined spaces with the required training for these activities.

This position requires frequent contact with engineers and agency personnel to discuss and resolve field construction issues and to obtain technical guidance in specialty areas of engineering and inspections. These positions also require frequent external contact with Construction Contractor personnel to schedule and coordinate project inspection and resolve problems; with local government and law enforcement agencies to explain work under construction and coordinate traffic control; with suppliers to monitor receipt of materials; with utility companies to coordinate relocation and installation; and with the public to provide information and resolve issues.

Construction Senior Inspector Knowledge, Skills and Abilities

The Construction Senior Inspector is expected to have six (6) years of experience which include, but are not limited to, the following experience characteristics:

- Experience in the application and understanding of roadway, structure, and bridge construction methods, materials, standards and specifications.
- Understanding of state and federal safety, environment, and EEO/DBE guidelines and regulations.
- Working knowledge in mathematics including algebra, geometry, and trigonometry.

- Working skill in the operation of computer equipment and software programs (including but not limited to working in a Microsoft Windows environment, Microsoft Office, or other currently utilized project management software).
- Ability to read and interpret roadway, bridge, and structure plans and contract specifications.
- Competency in the application of mathematical formulas and engineering principles to determine field adjustments.

4.0 OTHER INFORMATION

4.1 Deviations from Scope of Services

If the Consultant presents in their proposal any deviation from the items prescribed in the scope of services, the appropriate line in the scope of services shall be specified and the substitution clearly indicated. The City reserves the right to determine the responsiveness of any deviation.

4.2 Scope Limitations

The City requests proposals to fulfil the general criteria, tasks, and services as described in this RFP. Additional responsibilities may be added during project development. This contract also anticipates numerous projects; however, the City cannot guarantee the timing, complexity, or number of projects assigned. The City reserves the right to modify or eliminate any requested services in whole or part.

4.3 City-Furnished Support/Items

- The level of support required from City personnel for the completion of each task shall be estimated by position and man-days.
- The Consultant shall indicate the necessary telephones, office space and materials the Consultant requires. The City may furnish these facilities if the City considers them reasonable, necessary, and available for the Consultant to complete its tasks.

5.0 SUBMITTAL REQUIRMENTS

5.1 Submittal Instructions

- A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a Consultant of the Contractual obligations.

- B. All proposals must be submitted to the Purchasing Office in a sealed container. **The face of the sealed container shall indicate the RFP title and number.**
- C. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- D. All attachments to the RFP requiring execution by the Consultant are to be returned with the proposal.
- E. One original and four copies of the sealed proposal must be mailed to or hand-delivered to **ATTN: Adam Timbs, City of Bristol, VA, 300 Lee Street, Bristol, VA 24201.**
- F. The City requires one original and four paper copies of the sealed proposal. Those wishing to submit electronically may do so via the eVA procurement platform while also submitting the required paper copies to the City by the due date.
- G. **Proposals are due by 2:00 p.m EST, Monday, April 14th, 2025.**
- H. Late proposals will remain unopened and will not be considered eligible.
- I. The City will not be responsible for any expenses incurred by a Consultant in preparing and submitting a proposal.
- J. Consultants who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal.

5.2 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of Consultant. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

- If a sole proprietorship, the owner may sign.
- If a general partnership, any general partner may sign. If a limited partnership, a general partner must sign.
- If a limited liability company, a “member” may sign or “manager” must sign.
- If so specified by the Articles of Organization.
- If a regular corporation, the CEO, President or Vice-President must sign.

- Others may be granted authority to sign, but the City requires that a corporate document authorizing this signature must be submitted with proposal.

6.0 GENERAL REQUIREMENTS

6.1 Consultants Minimum Qualifications

Consultants must demonstrate that they have the resources and capability to provide the materials and services as described herein. All Consultants must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for the proposal to be deemed non-responsible and rejected.

In order to be eligible for this contract, consultants shall provide the following:

- a. All consultants shall include with their proposals a list of three (3) comparable projects that have been successfully completed in the last ten (10) years providing construction management, inspection, and engineering services. Lists are to include names and locations of projects, project descriptions of sufficient detail to allow determination of projects size and scope, contract costs, contract schedule milestones, and names, addresses, current phone numbers, and e-mail addresses of engineers and owners. The Consultant hereby releases listed references from all claims and liability for damages which may result from the information provided by the reference.
- b. A successfully completed project shall include: that the project was completed within the contract time, including any owner approved time extensions, that the project was completed at or below the contract award amount, including any subsequent owner approved cost change orders, that the project was completed in accordance with the contract documents.
- c. Consultants shall provide inspectors with VDOT material testing and technician certifications in asphalt, soils compaction, concrete, nuclear safety, pavement markings, and all other certifications necessary. Consultants shall provide with their proposals copies of these certifications for the staff proposed for this work. Reference Paragraph 6.3E.
- d. Consultants shall provide a Virginia City of Environmental Quality Certified Erosion and Sediment Control Inspector with a minimum of three (3) years inspection experience. Consultants shall provide with their proposals copies of these certifications for the staff proposed for this work. Reference Paragraph 6.3E.

- e. Consultants shall include a list of all Subconsultants in their proposal. Proposals shall also include a statement of the Subconsultants' qualifications. The City reserves the right to reject the successful Consultant's selection of subconsultants for good cause. If a subconsultant is rejected, the Consultant may replace that subconsultant with another subconsultant subject to the approval of the City. Any such replacement shall be at no additional expense to the City, nor shall it result in an extension of time without the City's approval.

Any of the above conditions will not necessarily result in denial of award, but it will be considered in determining Consultant responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in Federal criminal prosecution or administrative sanctions.

6.2 Proposal Items

Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible.

Consultants are to make written proposals that present the Consultant's qualifications and understanding of the work to be performed. Consultants shall provide each of the following items below in the order presented. All proposals shall provide a straight-forward, concise delineation of the Consultant's capabilities to satisfy the requirements of this request. Consultants should prioritize completeness and clarity of content rather than volume or elaborate presentation materials. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive and rejected.

- Do not include cost information in your proposal. This information will be requested from the top firm only.
- Do not use Federal Government forms such as Standard Form 330; Architect - Engineer Qualifications in your proposal response.

- a. Proposal Submission Form (Appendix A)

- b. Additional Documents:

Include requested documents in your proposal such as, but not limited to:

- Addendums (if any).
- Firm Data Sheet (Appendix D).
- Certification Regarding Debarment Forms (Attachment F).
- W-9.
- Insurance certificate.
- Proof of Authority to Transact Business Form (Appendix B).
- All forms included with Attachments.

- c. Table of Contents.
- d. Proven Management Skills and Technical Experience.
 - i. The City anticipates a wide range of projects to be covered by this on-call contract. Please provide three projects completed within the last decade demonstrating the firm's ability to provide Construction Engineering and Inspection (CEI) services across different complexities and budgets. Each project should be limited to one page, with the option to include an additional page for graphics. Projects under this contract may include, but are not limited to, CEI services for bridges, roadways, traffic signals, and shared-use paths. The narrative shall include a detailed description of the project including completion date, construction cost, CEI contract cost; services provided and discuss how your firm met the owner's or client's operational objectives. Include names, addresses, current phone numbers, and e-mail addresses of architects and owners.
 - ii. References: All Consultants shall include with their proposals a minimum of three (3) current references. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the proposal as non-responsive. Consultant hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
 - iii. Provide a list of previous projects or contracts, in addition to the 3 detailed projects required in 6.3.D (a), list any current or previous on-call contracts in this section. The purpose of this list is to determine the depth of experience. Include a brief project or contract description, project cost, and the owner's or client's contact information.
 - iv. Awards and letters of commendation received.
- e. Credentials of Project Team.
 - i. Credentials of project team, including: construction manager/senior inspector, inspectors and major Sub-Consultant's portfolio of related projects; history of the proposed team working together on past projects, particularly as related to prior work of this nature. The entire project team will be evaluated.

- ii. Be precise about the division of responsibility among member firms. Identify clearly the people who will be involved, what they will do, and their specific experience in that role.
- iii. Include the following as a minimum:
 - Identification of project team to include, construction manager, senior inspector and inspectors. Discuss availability of project team.
 - Staffing Plan to support the Scope of Services and project description contained in this RFP. The staffing plan should identify the entire project team.
 - Construction manager's resume and portfolio of related projects.
 - Resumes of key project staff members only and must include the proposed Construction Manager, Senior Inspector and Inspector. These resumes will be used to verify the Minimum Requirements in Section 6.1 of this RFP.
 - Identification of Sub-Consultants and Sub-Consultant's portfolio of related projects and resumes of Sub-Consultant's key staff.
 - List of previous projects with Sub-Consultants completed in the past ten (10) years.
- f. Demonstrate an understanding of the typical tasks related to CEI services to be completed during a project. Outside of typical tasks, identify areas of potential issues and experience dealing with these issues.
 - i. Task description to include a proposed staffing plan based on the project description contained in this RFP that identifies positions, identifies experience requirements for each position and identifies administrative requirements.
 - ii. Identify key issues or areas of concern.
- g. Demonstrated Understanding of VDOT Locally Administered Projects.
 - i. Demonstrate project experience providing CEI services for locally administered VDOT, federally funded construction projects.
 - ii. Address impacts of federal funding to include experience assisting local governments in meeting Davis Bacon Wage Rate documentation and reporting requirements.

iii. Provide a brief discussion on the capability and experience of key staff providing services and deliverables as related to VDOT Locally Administered Project phases (i.e. Preliminary Engineering (PE), Right-of-Way (RW), and Construction (CN)).

h. Key Staff Availability.

i. Provide a chart showing the availability; based on current and anticipated workload; of the key project staff identified in this proposal during the estimated timeframe.

ii. Identify primary work location (City/town and State) of all team members identified in the proposal.

7.0 EVALUATION OF PROPOSALS & SELECTION PROCEDURES

The Review Committee will include representatives from the City. Responses will be evaluated by the Review Committee based on the following criteria:

- Proven Management Skills and Technical Experience **(25 pts)**
- Credentials of Project Team **(20 pts)**
- Demonstrated understanding of project-related tasks typical to CEI services **(20 pts)**
- Demonstrated Understanding of VDOT Locally Administered Projects **(15 pts)**
- Key Staff Availability **(10 pts)**
- Overall quality and completeness of proposal and interview **(10 pts)**

Proposal will be reviewed for the following:

- Completeness
- Attention to detail
- Clarity and organization
- Project approach

Once the Review Committee has reviewed and evaluated each proposal, a composite preliminary ranking will be developed which indicates the Review Committee's collective ranking of the highest rated proposals in a descending order. The preliminary rating will be used to select Consultants for further consideration – the short-list. Thereafter, the Review Committee may conduct interviews and conduct discussions with only the top ranked Consultants.

8.0 Questions Regarding Proposal

It is the City's intent that this RFP permits competition. It shall be the consultant's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Purchasing Agent must receive such notification not later than March 31st, 2025 at 2:00 p.m. EST. Please submit all inquiries to Adam Timbs at adam.timbs@bristolva.org.

Questions and inquiries, both oral and written, will be accepted from any and all Consultants. However, when requested, oral questions shall be submitted in writing. The Purchasing Office is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other City staff regarding the RFP may result in the disqualification of the Consultant. Inquiries pertaining to the RFP must give the RFP number, time and date of opening, and the title of the RFP. Material questions will be answered in writing with an Addendum. It is the responsibility of all Consultants to ensure that they have received all Addendums and to include signed copies with their proposal.

9.0 Proprietary Information

Trade secrets or proprietary information submitted by a Consultant in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, pursuant to § 2.2-4342 of the Code of Virginia, the Consultant must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Consultant's information. Consultants shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

10.0 TERM

This Agreement shall cover a one (1) year period from the date of the contract execution. The City may renew this Agreement for up to four (4) additional one (1) year terms. The service fee will be negotiated with the City of Bristol before providing services.

11.0 GENERAL TERMS AND CONDITIONS

11.1 DEFINITIONS

Whenever used in this solicitation or in the Contract Documents, the following terms have the meanings indicated:

Offeror/Bidder: One who submits a response to this solicitation.

City: The term “City” shall mean the City which is the City of Bristol, Virginia through the governing body or other agent with authority to execute the contract for the City. The City’s agent is the official with the authority to sign the contract on behalf of the City.

Contractor: The person, firm, or corporation with whom the City has entered into a contractual agreement as a result of this solicitation.

Subcontractor: An individual, partnership, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of the work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.

11.2 VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “I Sell To Virginia”.

11.3 APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

11.4 ANTI-DISCRIMINATION

By submitting their proposals, contractors certify to the City of Bristol, Virginia (“City”) that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With

Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- 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.
- d. The requirements of these provisions 1. and 2. are a material part of the contract. If the contractor violates one of these provisions, the City may terminate the affected part of this contract for breach, or at its option, the whole contract.
- e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11.5 ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, contractors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their 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.

11.6 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with the City, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and/or services in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

11.7 DEBARMENT STATUS

By participating in this procurement, the contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. The contractor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a contractor is created or used for the purpose of circumventing a debarment decision against another contractor, the non-debarred contractor will be debarred for the same time period as the debarred contractor.

11.8 ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods and/or services purchased or acquired by the City under said contract.

11.9 MANDATORY USE OF FORMS

Failure to submit a bid or proposal on the form provided for that purpose shall be a cause for rejection of the bid or proposal. Modification of, or additions to any portion of the Request for Proposal, 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 to reject such a proposal as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the contractor withdraw or modify nonresponsive portions of a bid or proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

11.10 CLARIFICATION OF TERMS

If any prospective contractor has questions about the specifications or other solicitation documents, the prospective contractor should contact the buyer whose contact information appears in the solicitation no later than ten working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

11.11 PAYMENT

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the City shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.24363)

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the City, a contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - iii. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld

as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the City, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the City, or other appropriate penalties may be assessed in lieu of withholding such payment.

11.12 PRECEDENCE OF TERMS

The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

11.13 QUALIFICATIONS OF CONTRACTOR

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the contractor to perform the services/furnish the goods and the 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 contractor's physical facilities prior to award to satisfy questions regarding the contractor's capabilities. The City further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, a contractor fails to satisfy the City that the contractor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

11.14 TESTING AND INSPECTION

The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

11.15 ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

11.16 RECORDS RETENTION

Contractors agree to retain all books, records, and other documents relative to contracts for five (5) years following the expiration of the contract or until audited, whichever is greater. However, if any audit claim, litigation, negotiation or other action involving the records has been started as a result of the audit or before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which may arise. The City, its authorized representatives, and/or State and Federal auditors shall have full access to and the right to examine any of said materials during said period. Contractors are responsible for all costs associated with the retention of the books, records and other documents.

11.17 CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the City of the adjustment to be sought, and before proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all

vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

11.18 DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies available to the City.

11.19 WARRANTY

The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City by any other clause of the solicitation. A copy of this warranty should be furnished with the bid. The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

11.20 INSURANCE

The City must be listed as a Certificate Holder when contracted work might result in injury or property damage. By signing and submitting a proposal under this solicitation, the contractor certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded and certifies it will immediately add the City as a Certificate Holder as listed. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The contractor further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. **Workers Compensation** – Statutory requirements and benefits; must provide a Certificate of Insurance showing proof of coverage. Coverage is compulsory for employees of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. **Employer’s Liability** - \$100,000.

3. **Commercial General Liability** - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City shall be added as an additional insured to the policy by an endorsement. The contractor shall be totally responsible for damages to the premises including crane and truck operations on sidewalks, pavement and or grass.

4. **Automobile Liability** - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the City is to be used in the contract. Contractor must assure that the required coverage is maintained by the contractor or third-party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,150,000 per occurrence, \$4,250,000 aggregate (Limits increase each July 1 through fiscal year 2031per Code of Virginia § 8.01-581.15.)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

11.21 ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice for a minimum of 10 days.

11.22 DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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, 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.

11.23 NONDISCRIMINATION OF CONTRACTORS

A contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the contractor employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the City shall offer the individual, within a reasonable period of time after the date of this objection, access to equivalent goods, services, or disbursements from an alternative provider.

11.24 AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent that the City has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

11.25 AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

11.26 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any contractor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the contractor is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of contractor's statement describing why the contractor was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the contractor as demonstrating compliance.

12.0 SPECIAL TERMS AND CONDITIONS

12.1 AWARD

Selection may be made of two or more contractors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the contractors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each contractor so selected, the agency shall select the contractor which, in its opinion, has made the best proposal, and shall award the contract to that contractor. The City reserves the right to make multiple awards as a result of this solicitation. The City may cancel this Request for Proposals or reject proposals at any time prior to award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one contractor is fully qualified, or that one contractor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that contractor. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

12.2 PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the 90 day period, the proposal may be withdrawn at the written request of the contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

12.3 CANCELLATION OF CONTRACT

The City may cancel the contract without penalty when it is determined to be in the best interest of the City (termination for the convenience of the City). Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

13.0 TERMS AND CONDITIONS USED FOR FEDERAL AWARDS

13.1 EQUAL EMPLOYMENT OPPORTUNITY

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625- 1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Contract.
 - b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre- apprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the Contracting Officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minorities and women.
 - d. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.
 - b. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the Contractor is expected to observe the provisions of that agreement to the extent that the system meets the Contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as

indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23U.S.C. 140(a).

- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the Contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Contractor from the requirements of this paragraph. In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these

special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. **Assurance Required by 49 CFR 26.13(b):**

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA. The records kept by the Contractor shall document the following:

- a. The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

- b. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- d. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

13.2 DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects. The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section l.b(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph l.d of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph l.b of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination.
 1. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - ii. The classification is utilized in the area by the construction industry; and
 - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 2. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division,

Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

3. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs l.b(2) or l.b(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - c. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - d. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. **Withholding:** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or

any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the contracting agency may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1.b of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1.b of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide

them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- c. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
 - i. That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
 - iv. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b of this section.
 - v. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- d. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the

Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the Contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under

the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
 - d. Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. **Compliance with Copeland Act requirements:** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 6. **Subcontracts:** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 8. **Compliance with Davis-Bacon and Related Act requirements:** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts I, 3, and 5 are herein incorporated by reference in this contract.
 9. **Disputes concerning labor standards:** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and

the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility:

- a. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis- Bacon Act or 29 CFR 5.12(a)(l).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 u.s.c. 1001.

13.3 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations, 29 CFR Part 5. Each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

13.4 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement" the recipient or subrecipient must comply with the requirements of 37 CFR Par 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

13.5 CLEAN AIR ACT

Contracts in excess of \$150,000 must contain a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Contract Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

13.6 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award will not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive orders 12549 (3 CFR part 1986 Comp. p.189) and 12689 (3 CFR part 1989 Comp. p.235), "Debarment and Suspension." SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

13.7 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification per the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award will be disclosed.

13.8 2 CFR § 200.322 DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cements, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

1. For purposes of this section:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- b. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

APPENDIX A

PROPOSAL SUBMISSION FORM



CITY OF BRISTOL, VIRGINIA

Office of Purchasing

Attn. Adam Timbs

300 Lee Street, Bristol, VA 24201

ON-CALL PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

PROPOSAL SUBMISSION FORM

THE FIRM OF: _____

Address: _____

FEIN: _____

Hereby proposes to provide the requested services as defined herein.

I understand that the omission of any items listed below from this proposal may be cause for rejection of the proposal as non-responsive.

ITEM:	INCLUDED: (X)
1. W-9 Form	_____
2. Certificate of Insurance	_____
3. One (1) original and four (4) copies of the proposal	_____
4. Firm Data Sheet	_____
5. Certification Regarding Debarment Forms	_____

Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible.

ITEM:	INCLUDED: (X)
1. Payment Terms	_____ Net 30 or _____ Other
2. Proof of Authority to Transact Business in Virginia Form	_____
3. Response to RFP Section (one original and four copies)	_____

Person to contact regarding this proposal:

Title: _____ Phone: _____

E-mail:

Name and title of person authorized to bind the Firm:

Name: _____ Title: _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents and has resolved any questions and discrepancies to their satisfaction.

APPENDIX B

**PROOF OF AUTHORITY TO TRANSACT
BUSINESS IN VIRGINIA FORM**



CITY OF BRISTOL, VIRGINIA

Office of Purchasing

Attn. Adam Timbs

300 Lee Street, Bristol, VA 24201

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL.

FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/Consultant organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission (“SCC”). Any bidder/Consultant that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the Consultant is not required to be so authorized. Any bidder/Consultant described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. If this bid/proposal for goods or services is accepted by the City of Bristol, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

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

PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.

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

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

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

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

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Consultant

Date

Authorized Signature

Print or Type Name and Title

APPENDIX C
SCC FORM

SCC Form

Virginia State Corporation Commission (SCC) Registration Information

The bidder: (Please check one of the following)

is a corporation or other business entity with the following SCC identification number:

_____ -OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Authorized Signature

Date

Printed Name

Printed Company Name

Street Address

City, State, Zip

Telephone Number

Fax Number

Email

APPENDIX D
FIRM DATA SHEET

FIRM DATA SHEET

Funding: ____ (S=State F=Federal)

Project No: ENG-25-001
 Issue Date: March 14th, 2025
 Due Date: April, 14th, 2025

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data may result in the Expression of Interest not being considered.

Firm's Name, Address and DBE and/or SWAM Certification Number	Firm's DBE or SWaM Status *	Firm's Age	Firm's Annual Gross Receipts

* YD = DBE Firm Certified by DMBE

N = DBE or SWaM Firm Not Certified by DMBE

NA = Firm Not Claiming DBE or SWaM Status

YS = SWaM Firm Certified by DMBE.

Indicate whether small, woman-owned, or small business. DMBE is the Virginia Department of Small Business and Supplier Diversity.

APPENDIX E

CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: _____
(type or print)

TITLE: _____

(signature)

(date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

APPENDIX F
CERTIFICATION REGARDING
DEBARMENT

CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS
(To be completed by a Prime Consultant)

Project: _____

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature	Date	Title
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Name of Firm _____

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: _____

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature	Date	Title
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Name of Firm