

CITY OF BRISTOL, VIRGINIA



Request for Proposal (RFP)

Engineering Services

RFP # PW-26-006

Issue Date: October 16, 2025

Due Date: November 10, 2025

CITY OF BRISTOL, VIRGINIA

300 LEE STREET

BRISTOL, VA 24201

276-645-7328

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1. INTRODUCTION

The City of Bristol, Virginia (“the City”) is currently accepting proposals from qualified, professional engineering firms which would provide engineering and construction-related support service(s) for miscellaneous projects that may arise during the contract period on an as needed basis using a Task Order approach.

The exact scope of services required by the City will be set forth in the agreement between the Owner and the engineering firm. The successful firm will be asked to sign a Memorandum of Understanding (MOU) with the City of Bristol, Virginia to define the terms of the contract. The MOU will indicate that the project fees will be negotiated on a project-by-project basis and will be on a lump sum or “not to exceed” basis.

2. PROPOSED CALENDAR OF EVENTS

Issuance Date	10/16/2025
Inquiries Deadline	10/23/2025
Addendum (if applicable)	10/27/2025
Due Date	11/10/2025
Award Notification	TBD

3. SCOPE OF SERVICES

The City is seeking qualified, professional engineering firm(s) which would provide engineering and construction-related support service(s) for a variety of projects that may arise during the contract period on an as needed basis using a Task Order approach. Task Orders shall be issued by the Director of Public Works and will include development review services; the City requires assistance with development review for Stormwater Plans and Erosion and Sediment Control (ESC) Plans.

The Virginia Department of Environmental Quality (VDEQ) Provides certifications in Stormwater Management (SWM) and Erosion and Sediment Control (ESC) and the City is in need of engineering review services and construction-related support services by VDEQ certified individuals. The City strives to provide a 10-business day turnaround time for development review. The Task Orders are intended to supplement the City’s internal resources on an as needed basis by providing a flexible and effective way for the City to respond to recurring consultant professional service needs covering a wide range of work.

The term contracts will have a maximum value of \$500,000.00 per term with no guaranteed minimum amount of work. The City desires qualified engineering firms that have a broad number of disciplines and that have more specialized expertise for specific disciplines. The City may issue multiple awards to multiple firms to provide professional and construction support services for the following:

- A. Development Review
- B. Stormwater Management
- C. Erosion and Sediment Control

4. SUBMITTAL REQUIREMENTS

Five (5) complete copies of sealed proposals must be received by the City of Bristol, Virginia Procurement Office, 300 Lee Street, Bristol, VA 24201, no later than 2:00 p.m. Eastern

Standard Time (EST), on November 10, 2025. Offerors shall provide one (1) additional copy with all information considered proprietary redacted and suitable for public inspection in accordance with The Code of Virginia § 2.2-4342, and an electronic copy of full and redacted proposals. Each copy shall be complete and separately bound. Sections shall be formatted identically to the outline below and identified to facilitate evaluation and to prevent evaluators from unnecessary search or arranging of the materials for evaluation purposes. No FAXED proposals will be accepted. 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.

Your response must be submitted in a sealed envelope/package, clearly marked “**RFP # PW-26-006 Engineering Services.**”

Modifications to this RFP will not be considered valid unless issued in writing from the City of Bristol, Virginia.

The City will provide the mechanism for the evaluation of all information received. The City reserves the right to reject any and all proposals, to waive formalities or irregularities, and to negotiate with the proposal submitter as determined to be in the best interest of the City.

As this is a Request for Proposal, no information regarding the identity of the offerors or the contents will be released until after the negotiation process. Once an award has been made, the identity of all offerors will become public information.

Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal (including all assumptions/exclusions):

1. Qualifications and experience of firm providing services

- a. Offerors must be able to show successful experience within the past five (5) years on projects or services provided. Examples of similar, relevant projects may be included in your proposal submission.
- b. Proof of credentials, particularly ones mentioned in this RFP, should be attached to show proof of qualification in the specified areas requested. Local licensures or certifications should be submitted.
- c. Identify all subcontractors (including consultants, advisors, and suppliers) to be used and describe specific responsibilities, qualifications, and background experience of all key personnel.
 - i. If subcontracting is to be used, the Offeror shall submit a list identifying sub-engineer personnel who will be assigned for direct work on the contract and the approximate time each will be devoting to work on the resultant contract. The Offeror shall provide resumes giving the educational and professional experience held by each subcontractor, as well as special qualifications held by those individuals, in accordance with this RFP. Past work experience, performance, and effectiveness in similar work should also be submitted by the Offeror. The Offeror shall submit a list of the types of work performed by sub-engineers within the last five (5) years. References should also be submitted for these individuals.

2. Method and plan for providing services

- a. Offerors must provide detailed written descriptions of services in which they are able to provide, standard schedules associated with the completion of such services, and proposed fees supported by man hours in each category.
- b. Describe in detail the services offered by your firm and key personnel. Offerors should provide the Organizational Structure under which the firm proposes to conduct business.

3. Representative projects

- a. Details of services provided within the last five (5) years shall be submitted to the City. Services should align with those identified in the Scope of Services section of this RFP.

4. Ability to control project costs

5. References

- a. Provide four (4) recent client references, preferably governmental, for whom you have provided the type of services described herein within the last five (5) years. Include the date(s) the services were furnished, the client's name, address, name and phone number of the individual the City has your permission to contact. The primary resource person or persons who will do on site work must be identified.

6. Completed State Corporation Form (see page 19).

5. EVALUATION CRITERIA

A committee will evaluate the proposals received using the following criteria:

Qualifications and experience of firm providing services	(40%)
Method and plan for providing services	(30%)
Representative projects	(20%)
Ability to control project costs	(10%)

6. EVALUATION OF PROPOSALS

For professional services, the public body shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the public body in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of manhours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. In accordance with § 2.2-4342, proprietary information from competing offerors shall not be disclosed to the public or to competitors. For architectural or engineering services, the public body shall not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132, until after the qualified offerors are ranked for negotiations. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and

all information developed in the selection process to this point, the public body shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. The public body may award contracts to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

The City may cancel this RFP at any time, or reject proposals, prior to an award and is not required to furnish a statement of the reasons in which such proposal was determined not to be the most advantageous for the City (Code of Virginia, § 2.2-4359D). The City reserves the right to make multiple awards as a result of this solicitation.

7. QUESTIONS REGARDING PROPOSAL

Any question, for which the answer would affect delivery of services, must be submitted in writing by 10:00 a.m. on October 23, 2025. Questions should be emailed to Nikki Asher, Purchasing Clerk, at nikki.asher@bristolva.org. No changes resulting in questions are official unless issued in writing in the form of an addendum. Absolutely NO contact shall be made by the Vendor with any member of the evaluation committee. Violation will result in rejection of the proposal. The individual named above is the sole contact for any and all inquiries after this RFP has been released.

8. PROPRIETARY INFORMATION

If your proposal contains proprietary information, it must be clearly stated on a separate cover explaining which sections are proprietary and why. Additionally, each page/selection must be clearly marked as to what is proprietary information.

9. CONTRACT PERIOD

The contract term will be for one (1) year with the option to renew annually up to two (2) years. After the first year, any changes to the agreement between the City and the selected Offeror(s) will be negotiated on an annual basis. Negotiations shall conclude at minimum ninety (90) days prior to the current term's expiration date.

10. PERFORMANCE REQUIREMENTS

Timely completion of the work provided under the proposed agreement is of the essence. Consequently, the Consultant must be capable of responding promptly to specific requests for service(s).

11. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, to waive informalities or irregularities, and to contract as the best interest of the City may require.

GENERAL TERMS AND CONDITIONS

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.

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”.

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.

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).

5. CONTRACT PROVISIONS

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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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. 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.

12. PAYMENT

A. To Prime Contractor:

1. 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).
2. 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.
3. 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.
4. 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.
5. 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)

B. To Subcontractors:

1. 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:
 - To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- 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.
- C. 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.

13. 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.

14. 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.

15. 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.

16. ASSIGNMENT OF CONTRACT

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

17. 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.

18. CHANGES TO THE CONTRACT

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

- A. 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.
- B. 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:
 1. By mutual agreement between the parties in writing; or
 2. 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
 3. 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.

19. 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.

20. 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.

21. 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.)

Profession/Service

Limits

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 2031 per 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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. FORCED OR INDENTURED CHILD LABOR

Applicable in all solicitations and contracts over \$10,000:

During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor.

For the purposes of this section, “forced or indentured child labor” means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

SPECIAL TERMS AND CONDITIONS

1. AWARD

For professional services, the public body shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the public body in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of manhours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. In accordance with § 2.2-4342, proprietary information from competing offerors shall not be disclosed to the public or to competitors. For architectural or engineering services, the public body shall not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132, until after the qualified offerors are ranked for negotiations. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. The public body may award contracts to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

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.

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.

APPENDIX A: FORMS

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 Signer

Date

Printed Name

Printed Company Name

Street Address

City, State, Zip

Telephone Number

Fax Number

Email